

#### (b) (6)

Vornado/Charles E. Smith 2345 Crystal Drive Suite 1000 Arlington, VA 22202

Re: Freedom of Information Act (FOIA) Request No. 161929



This letter is in response to your Freedom of Information Act (FOIA) request, dated January 26, 2010, in which you requested the following:

#### Group 1: BRAC/DOD Leases

- 1. "1101 Wilson Blvd (need: 1) BRAC renewal SLA; 2) Base year Real Estate Tax SLA; 3) Last Real Estate Tax SLA; 4) Last Operating Expense CPI SLA)
- 2. 1400 Key Blvd (need: 1) BRAC renewal SLA; 2) Base year Real Estate Tax SLA; 3) Last Real Estate Tax SLA; 4) Last Operating Expense CPI SLA)
- 3. 1401 Wilson Blvd (need: 1) BRAC renewal SLA; 2) Base year Real Estate Tax SLA;
- 3) Last Real Estate Tax SLA; 4) Last Operating Expense CPI SLA)
- 4. 1501 Wilson Blvd (need: 1) BRAC renewal SLA; 2) Base year Real Estate Tax SLA;
- 3) Last Real Estate Tax SLA; 4) Last Operating Expense CPI SLA)
- 5. 1515 Wilson Blvd (need: 1) BRAC renewal SLA; 2) Base year Real Estate Tax SLA;
- 3) Last Real Estate Tax SLA; 4) Last Operating Expense CPI SLA)
- 6. 1501 Wilson Blvd (DOD Lease Renewal; non-BRAC) (need: SF-2)
- 7. 1515 Wilson Blvd (DOD Lease Renewal; non-BRAC) (need: SF-2)
- 8. 1101 Wilson Blvd (DOD Lease Renewal; non-BRAC) (need: SF-2)

### Group 2: Other

- 1. Constitution Square (GSA Central Office Swing Space) (need: SF-2)
- 2. Patriots Plaza (Department of Agriculture Consolidation) (need: SF-2)
- 3. 1250 Maryland Ave, SW (Department of Agriculture) (need: SF-2)
- 4. Potomac Yards North (USAID) (need: SF-2)
- 5. 1310 N. Courthouse (Department of Homeland Security) (need: SF-2)
- 6. 1717 Penn (Treasury Financial Crisis Inquiry Commission) (need: SF-2)
- 7. 490 L'Enfant Plaza (NTSB) (need: SF-2)
- 8. 1310 N. Courthouse (Department of Transportation) (need: SF-2)."

At this time we are providing a partial response to your request. Attached are the documents requested in Group 1.

We are continuing to prepare the response to the remainder of your request and expect to provide a final response no later than April 9, 2010.

Should you have any questions, please do not hesitate to contact Carla Jones, FOIA Coordinator, at (202) 619-6200.

Sincerely,

Robert J. Schall Chief of Staff

Public Buildings Service

Enclosures

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT	DATE	
SUPPLEMENTAL LEASE AGREEMENT	No. 12	NOV -2 2009	
901 FELINENTAL LEASE AGREEMENT	TO LEASE NUMBER:		
Address of Premises: 1401 Wilson Boulevard Arlington, VA 22209	GS-11B-00202	Page 1 of 2	
THIS AGREEMENT, made and entered into this date b  Whose address is: c/o Monday Properties	y and between: Oak Hills Property Associa	ates, LLC	
Whose address is:  c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli			
Hereinafter called the Lessor, and the UNITED STATES	S OF AMERICA, hereinafter called the G	overnment.	
WHEREAS, the parties hereto desire to amend the abo	ove Lease.	·	
NOW THEREFORE, these parties for the consideration Lease is amended upon execution by the Government	ns hereinafter mentioned covenant and a as follows:	gree that the said	
1. Extended Term. This SLA is issued to extend the term of this Lease for a period of five (5) years from July 2, 2010 through July 1, 2015 (the "Extended Term"). The Government may terminate this Lease, effective as of September 30, 2012 by providing written notice to the Lessor no later than September 30, 2011, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.  2. Rent and Additional Rent during Extended Term. The premises consists of 65,003 BOMA rentable square feet (BRSF) (57,576 BOMA Office Area (BOASF)) of office space (the "Premises") on portions of the B level, 2nd through 6th, and 10th floors of the building. Effective as of July 2, 2010, the annual rent shall be \$2,470,114.00 (65,003 BRSF x \$38.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$205,842.83 per month, in arrears. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years.			
(continue	d on next page)		
IN WITNESS WHEREOF, the parties subscribed their name	es as of the above date.		
LESSOR: Oak Hills Property Associates, LLC			
BY:	President		
Anthony Westreich	(Tillo)		
IN THE PRESENCE OF (witnessed by): (b) (6)	22 3 1 2 6 1 -		
/ U / ' (Signaturo)	230 Paule Au Snite 500, (Address)	My My 10169	
UNITED STATES OF AMERICA	,		
(b) (6)			
BY: // // // // // // // // // // // // //	Contracting Officer, GSA, NCR, (\) (Official Title)		
EAST42543958.5	(Sinsial Milo)		

- 3. <u>Condition of Premises</u>. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
- 4. <u>Commission.</u> Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of (5) (4) The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (4) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an involce from Studley, Inc.
- 5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$57,176.50 which shall be paid as free rent during the first full month of the Extended Term.
- Lessor's Relocation Right. If the Government exercises its termination right set forth in Paragraph 1 above, the Lessor shall have the right (the "Lessor's Relocation Right") to relocate the Government from the premises currently leased at 1101 Wilson Boulevard, Rosslyn, VA under Lease No. GS-11B-01954 and/or Lease No. GS-11B-01991 (the "Vacated Premises") to the Premises under this Lease (i.e., Lease No. GS-11B-00202) (the "Relocation Premises") by providing written notice to the Government not earlier than September 30, 2011 and not later than March 31, 2012. If the Lessor exercises the Lessor's Relocation Right, the Government's occupancy of the Relocation Premises shall be on the same terms and conditions as previously governed its occupancy of the Vacated Premises and in "like for like" space as currently exists under GS-11B-01954 and/or GS-11B-01991, as applicable, except that: (i) the annual base rental rate for the Relocation Premises shall be the annual rent (i.e., base rent plus accrued additional rent) in effect at the time of such relocation under Lease No. GS-11B-01954 and/or Lease No. GS-11B-01991, as applicable, less \$4.00/BRSF; (ii) the operating expense base and real estate tax base shall be revised to be equivalent to the pro rata actual operating expense and real estate taxes in effect at the Relocation Premises during the 12 months immediately prior to the effective date of such relocation but operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made without interruption; (iii) the Government's new percentage of occupancy in the Relocation Premises shall apply; (iv) the Lessor shall provide a relocation allowance in the amount of \$40.00 per BOASF X the total BOASF of the Vacated Premises to the Government to be used for the costs of preparing the Relocation Premises for the Government's occupancy which shall be accomplished in accordance with the terms and conditions of the SFO applicable to the Vacated Premises; and (v) the Lessor will effect such relocation at no cost to the Government. The parties shall promptly negotiate and execute the appropriate documentation for the relocation, including, if necessary a Novation Agreement.
- 7. <u>Payment Obligation</u>. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
- 8. All other terms and conditions of the Lease shall remain in force and effect.

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Lessor Gov

STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1D16.601 U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

LEASE #GS-11B-00202

THIS LEASE, made and entered into this date between: Oak Hills Company

Whose address is: c/o 1000 Wilson Boulevard

Suite, 700

Arlington, Virginia 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties horeto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 65,003 BOMA Rentable Square Feet (RSF) or 57,576 BOMA Office Usable Square Feet (BOUSF) office and related space, including the entire B level (7,730 RSF/6,847 USF), 2nd floor (6,309 RSF/5,588 USF), 3rd floor (14,513 RSF/12,855 USF), 4th floor (14,513 RSF/12,855 USF), 5th floor (14,513 RSF/12,855 USF), 6th floor (4,137 RSF/3,664 USF) and the 10th floor (3,288 RSF/2,912 USF) in the building known as 1401 Wilson Boulevard, Arlington, Virginia 22209

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

 TO HAVE AND TO HOLD the said premises with their appurtenances for the SUCCEEDING FIVE (5) YEAR FIRM TERM beginning July 2, 2000, through July 1, 2005, subject to termination and renewal rights as may be hereinafter set forth.

 The Government shall pay the Lessor an annual rent of \$1,353,036 (\$20.81/RSF and \$23.50 BOUSF) at the rate of \$112,753 per MONTH in arrears. Rent for a lesser period or lesser space shall be prorated. Rent checks shall be payable to:

> Oak Hills Company 1000 Wilson Boulevard Suite, 700 Arlington, Virginia 22209

The Government's share of tax increases/ decreases and percentage of occupancy for the purpose of computing tax adjustments per the SFO, in Paragraph 2.4 entitled "TAX ADJUSTMENTS" shall be 34.2%. The Governments base costs of services and utilities for the purpose of calculating operating cost escalations as described in the SFO. Paragraph 2.6 entitled "Operating Costs" shall be (5) (4) as indicated on the GSA Form 1217 attached hereto.

 The government may terminate this lease at any time by giving at least \_\_\_\_\_\_\_ days notice in writing to the Lesser and no rental shall accrue after the effective date of termination. Said notice shall be computed communicing with the day after the date of mailing.

. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

The Government shall have the right to (1) renewal option for a FIVE-YEAR TERM at an annual rental rate of \$1,698,492.00 (\$29.50/ RSF and \$26.12/ BOUSF), payable at the rate of \$141,541 per Month in arrears. Such rate shall be inclusive of adjusted future operating costs. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

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EXCEPTION TO SF2 APPROVED GSAIRMS 12D89

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following: EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. The annual rent set forth in paragraph 3 is inclusive of the Lessor providing all Warm Lit Shell requirements including, but not limited to, full compliance with all Fire and Life Safety, full handicapped accessibility compliance, new paint, carpet, and cove base installed throughout the Government demised area. The Lessor shall be responsible for the removal and replacement of traditional furniture. Connect/reconnect of systems furniture is excluded from the Lessor's responsibilities. Normal hours of operation are extended from \_\_7\_\_\_AM to \_\_\_6\_ PM daily and Saturdays from \_\_9\_\_\_AM to \_\_\_1 PM except Sundays and Federal holidays and in accordance with the buildings normal working hours. See paragraph 6.3 of the SFO entitled "NORMAL HOURS". The overtime rate for services and utilities is \$25 per hour, which is a comprehensive rate that does not include personnel costs, for the entire Government demised area. The minimum hours for weekend overtime charged for each usage is 3 hours. See paragraph 6.4 of the SFO entitled "Overtime Usage". All Government owned equipment shall be sub-metered and the cost of utility consumption for such equipment shall be borne by the Government lenant. Included in the rent, is a Tenant Improvement allowance in the amount of \$0 (\$0,00/ BOUSF). The Government will amortize the Tenant Improvement allowance at an annual Interest rate of 0,0%. The Government reserves the right to doamortize any unused allowance at the rate of 0% interest per annum. The Lessor shall comply with all Fire and Life Safety and handicapped accessibility requirements for all space under this lease. Cleaning is to be performed after tenant working hours. The rate for daytime cleaning is an additional \$.20 per BOUSF. fì Within 60 days of Lease execution, the Lessor shall provide the Government with as-built CAD files and drawing per the SFO, paragraphs 3.4 and 3.5. 7. The following are attached and made a part hereof: 1. SOLICITATION FOR OFFERS #99-025, 25 PAGES 2. ATTACHMENT #1, 1 PAGES 3. ATTACHMENT #2 TO THE SOLICITATION FOR OFFERS, 1 PAGE(S) 4. ATTACHMENT #3 TO THE SOLICITATION FOR OFFERS, 2 PAGES 5. ATTACHMENT #5 TO THE SOLICITATION FOF OFFERS, PAGES 6. GSA FORM 1217, LESSOR'S COST STATEMENT, 1 PAGE(S) GSA FORM 3517, GENERAL CLAUSES, 26 PAGE(S) GSA FORM 3518 REPRESENTATIONS AND CERTIFICATIONS, 4 PAGE(S) FLOORPLAN(S) OF LEASED AREA, 5 PAGE(S) 9 10. RIDER, 1 PAGE 8. The following changes were made in this lease prior to its execution: Paragraph 4 was deleted in its entirety. IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written, LESSOR: BY Timothy H. Helmilo, Vie President 1000 wilson Blad. suite 700 ADDRESS APLINGTON, Va. 22209 ES OF AMERICA

STANDARD FORM 2 FEBRUARY 1965 EDITION **EXCEPTION TO SF2 APPROVED** 

CONTRACTING OFFICER, GSA, NCR, OPR, RED

### GENERAL SERVICES ADMINISTRATION SUPPLEMENTAL AGREEMENT DATE **PUBLIC BUILDINGS SERVICE** No. 8 NOV 1 8 2009 SUPPLEMENTAL LEASE AGREEMENT TO LEASE NUMBER: GS-11B-01637 Page 1 of 2 Address of Premises: 1401 Wilson Boulevard Arlington, VA 22209 THIS AGREEMENT, made and entered into this date by and between: Oak Hills Property Associates, LLC Whose address is: c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government. WHEREAS, the parties hereto desire to amend the above Lease. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows: Extended Term. This SLA is issued to extend the term of this Lease for a period of five (5) years retroactively from January 2, 2009 through January 1, 2014 (the "Extended Term"). The Government may terminate this Lease, effective as of September 30, 2012 by providing written notice to the Lessor no later than September 30, 2011, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease. Rent and Additional Rent during Extended Term. The premises consists of 10,543 BOMA rentable square feet (BRSF) (9,338 BOMA Office Area (BOASF)) of office space (the "Premises") on the 6th floor of the building. Effective retroactively as of January 2, 2009, the annual rent shall be \$400,634.00 (10,543 BRSF x \$38.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$33,386.17 per month, in arrears. The Government shall pay to the Lessor, within 60 calendar days following full execution of this SLA, a single lump sum payment for all Extended Term rent not previously paid to the Lessor. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years. (continued on next page) IN WITNESS WHEREOF, the parties subscribed their names as of the above date. LESSOR: Oak Hills Property Associates, LLC President (Title) IN THE PRESENCE OF (with essed by): 230 Park Ane-Suite 500, Ny, 14/0/67 (Signature) UNITED STATES OF AMERICA BY: Contracting Officer, GSA, NCR, (WP4PRDL)

(Official Title)

TO Hairston

# GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE NATIONAL CAPITAL REGION

Page 2 of 2

- 3. <u>Condition of Premises</u>. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
- 4. <u>Commission.</u> Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of (b) (4)

  The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
- 5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$15,463.40 which shall be paid as free rent during the first full month of the Extended Term.
- 6. <u>Payment Obligation</u>. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
- 7. All other terms and conditions of the Lease shall remain in force and effect.

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#### STANDARD FORM 2 **FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION** FPR (41CFR) 1D16.601

#### OVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

JUL 14 2003

LEASE #GS-11B- 01637

THIS LEASE, made and entered into this date between Oak Hill Company Whose address is: 1000 Wilson Boulevard, Suite 700, Arlington, VA 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 10,543 (10,542.602) BOMA Rentable Square Feet (RSF) being 9,338 ANSI BOMA Office Area Square Feet (BOASF), and being a portion of the sixth floor of the building known as 1401 Wilson Boulevard, as noted on the attached floor plan and made part hereof, with the address being 1401 Wilson Boulevard, Arlington, Virginia 22209.

To be used for office and related purposes as determined by the Government.

- TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE (5) YEAR FIRM term beginning on the commencement date determined in accordance with section 2.13 'Construction Schedule of Tenant Improvements' of the SFO, and ending five (5) years later, subject the renewal right hereinafter set forth.
- The Government shall pay the Lessor an annual rent of \$312,916.44 (\$29.68/RSF (\$29.681134) and \$33.51/BOASF the Government shall pay the Lessor an annual rent of \$312,916.44 (\$29.68/RSF (\$29.681134) and \$33.51/BOASF (\$33.31 + \$.20 premium for daytime cleanleg)) at the rate of \$26,076,37 (\$26,076.365) per MONTH in arrears. Rent for a lesser period shall be prorated. The annual ront includes an operating cost base of (b) (4) base real estate laxes, and \$45,441.83 per annum to amortize a tenant improvement allowance of \$180,760.00 (\$20.00/BOASF) at an imputed interest rate of eight percent (b) annual interest. The operating cost base includes the daytime cleaning premium. Rent checks shall be payared to Wostflekt Realty, Inc., 1000 Wilson Boutevard, Suita 700, Advisor Month (\$20.00/BOASF) at an imputed interest rate of eight percent (\$20.00/BOASF) at an imputed interest rate of eight

Boulevard, Suite 700, Arlington, Virginia 22209. Notwithstanding the foregoing, payment by the Government of the first \$23,468.73, or .9 (nine tenths) months' of rent, including amortization of the initial tenant improvements of \$20/BOASF, shall be abated entirely.

- The government may terminate this lease at any time by giving at least-\_ days notice in writing to the Lessor and no rentel shall-accrue after the effective date of termination. Sold notice shall be computed commencing with the day after the date of mailing.
- 5. This lease may be renewed at the option of the Government, for the following term and at the following rental:

The Government shall have the right to one (1) renewal option for a FIVE-YEAR TERM at an annual rental rate of \$326,923.38 (\$31,01/RSF (\$31,009743) and \$35.01/BOASF (\$34.81+ \$.20 for daytime cleaning)), payable at the rate of \$27,243.62 (\$27,243.615) per month in arrears, plus cumulative operating expense adjustments from the initial lease term. Such rate shall be inclusive of the original operating cost base year and base amount, and base year real estate taxes. Rent shall continue to be adjusted for operating costs escalations as provided in SFO 02-009 section 2.4. and SFO Amendment #1, item 8., PRICE STRUCTURE (SFO section 1.8(G). The Government shall continue to make annual tump sum adjustments for changes in real estate taxes as provided in SFO section 2.2. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

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(rev. 10/10/02)

- 6. The Lessor shall furnish to the Gc iment, as part of the rental consideration, if flowing:
  EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.
- a) Prior to substantial completion of the leased premises, Lessor shall correct all deficiencies and comply with all recommendations and findings of Attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Attachment.
- b) Tenant Improvements: Upon completion of improvements by Lessor and acceptance thereof by the Government, the cost of improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the annotization payment amount and revised rent. In the event the total cost of tenant improvements is greater or less than \$20 /BOASF, the rent shall be adjusted accordingly. (See SFO sections 8.0, through 8.3.) Tenant improvements financed by the Government above the initial \$20.00 per BOASF shall be financed at the annual interest rate of nine percent (9.00%). Notwithstanding any provisions of the SFO to the contrary, the Government shall not request the Lessor to provide funding for more than \$357,645.40 (338,30 BOASF / \$33.92 BORSF (\$33.923826))) in tenant improvements. Refer to Form 1364, Attachment 1, regarding maximum fees payable by the Government for improvements and change orders. Architecture and Engineering Fees associated with the building shell shall be the Lessor's expense. Architecture and Engineering Fees associated with construction of the Government's tenant improvements shall be at the Government's expense.
- c) Daytime Cleaning: Lessor shall cause all janitorial work in the Government's space to be performed anytime between 8:30 am and 4:30 pm, Monday through Friday.
- d) Notwithstanding any provision in the lease to the contrary, the parties agree to the rent abatement referenced in section 3 herein, in lieu of a broker commission rebate, and Lessor shall not be liable for a commission rebate to the Government in connection with this lease.
- The Government's percentage of occupancy for real estate tax purposes shall be 5.60%, based on 10,543 RSF / 188,288 RSF, subject to confirmation of the total rentable area of the entire building.
- f) The general contractor's total fees for overhead and profit and the Lessor's total construction management fees, for the Tenant Improvements for the Government's space shall be 15%. All of these fees will be paid for out of the Tenant Improvement Allowance.
- g) The HVAC Overtime rate shall be \$30.00 per hour per zone. Commencing on the first anniversary of the Lease Commencement, and continuing each anniversary thereafter, the HVAC Overtime rate shall be increased in accordance with the CPI, and calculated in the same way as operating costs are adjusted in SFO paragraph 2.4 (subparagraphs A, B, C, D & F). In no event shall the HVAC Overtime rate crop below \$30.00 per hour per zone.
- h) Pursuant to Paragraph 2.11 "Adjustment for Vacant Premises" the Adjustment for Vacant Premises shall be negotiated to the extent, if any and when the Government vacates the space and the Lessor is no longer required to provide maintenance and operating services.
- If the Government makes changes to the Construction Drawings inconsistent with the Government approved DID's, the Lessor shall have such time as is reasonable to make the changes. The Government shall bear the cost and additional time resulting from such modifications or changes. The space shall be constructed consistent with the design and construction schedule and information in Attachments 2 and 3 of the Lease.
- j) This building is not currently subject to Business Improvement District taxes. However, if the building becomes subject to BID taxes in the future, then the Government will be responsible for paying it's share of the BID taxes.
- k) In accordance with Attachment #1 Rate Structure, the cost for reserved parking during the first year of the lease is \$3,300 per space per year and the cost for unreserved parking for the first year of the lease is \$1,608 per space per year. Commencing on the first enniversary of the Lease Commencement, and continuing each anniversary thereafter, the cost for parking (both reserved and unreserved) shall be increased in accordance with the CPI, and calculated in the same way as operating costs are adjusted in SFO paragraph 2.4 (subparagraphs A, B, C, D & F). In no event shall the cost for parking (either reserved or unreserved) drop below the first years rates.
- I) Offerors obligation to provide Janitor Closets on each floor shall be met by providing Janitor Facilities on each floor.
- m) In the case of a conflict between this GSA Standard Form 2 (SF-2) and the balance of the lease, the terms specified in this SF-2 shall govern.

LESSOR GOVT

(rev. 10/10/02)

7. The following are attached and made a part her	eof:	
1. Solicitation For Offers (SFO) # 02-009	, 34 pages	
<ol> <li>Amendment #1 to SFO # 02-009, 4 pages</li> <li>Amendment #2 to SFO # 02-009, 1 page</li> </ol>		
4. Solicitation Attachment #1, Rate Structure	ige Bire. 5 names	
<ol> <li>Solicitation Attachment #2, Construct</li> </ol>	on Schedule, Below 92,000 BOMA OUSF	
<ol> <li>6. Solicitation Attachment #3, Scope of V</li> </ol>	Vork for DID's and Construction Schedule Tasks, 2 names	
7. Solicitation Attachment #4, Fire Protect 8. GSA Form 1217, Lessor's Annual Cos	XiOn & Lite Safety Evaluation, 16 pages	
9. GSA Form 1364, Proposal To Lease S	Space, and its attachment (rev 3-21-02), 1 page total	
<ol> <li>10. GSA Form 3517, General Clauses, 26</li> </ol>	pages	
<ol> <li>GSA Form 3518, Representations and</li> <li>Floor Plan of Leased Area, 1 page</li> </ol>	Certifications, 5 pages	
13. GSA Fire Protection Engineering Altac	chment, 1 page	
IN WITNESS WHEREOF, the parties hereto have i	hereunto subscribed their names as of the date first above written,	
LESSOR: Oak Hill Company		
(b) (6)		
DY	8Y Alith Xized Apont	
IMPRESENCE OI(b) (6)	AUDRESS 1000 Wisson Boulevard, Suite 700	
	Arlington, Virginity 22209	
	CONTRACTOR	
UNITED STATES OF AMERICA		
(b) (6)		
Ya	- Contracting Officer, USA, NCR	
***	CONTROUNCE OF FIGER, CAR, HOR	
STANDARD FORM 2	EXCEPTION TO SF2 APPROVED	
FEBRUARY 1965 EDITION		

GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT	DATE	
PUBLIC BUILDINGS SERVICE	No.8	NOV -2 2009	
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NUMBER:		
	GS-11B-01713	Page 1 of 2	
Address of Premises: 1401 Wilson Boulevard Arlington, VA 22209	d		
THIS AGREEMENT, made and entered into this date	e by and between: Oak Hills Property Associ	ates, LLC	
Whose address is:  c/o Monday Properties 230 Park Avenue, Suite 50 New York, NY 10169 Attn: Theresa Piscitelli	00		
Hereinafter called the Lessor, and the UNITED STA	TES OF AMERICA, hereinafter called the G	overnment.	
WHEREAS, the parties hereto desire to amend the	above Lease.		
NOW THEREFORE, these parties for the considerat Lease is amended upon execution by the Governm		agree that the sald	
1. Extended Term. This SLA is issued to extend the term of this Lease for a period of five (5) years retroactively from March 2, 2009 through March 1, 2014 (the "Extended Term"). The Government may terminate this Lease, effective as of September 30, 2012 by providing written notice to the Lessor no later than September 30, 2011, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.			
2. Rent and Additional Rent during Extended Term. The premises consists of 29,016 BOMA rentable square feet (BRSF) (25,710 BOMA Office Area (BOASF)) of office space (the "Premises") on the 8th and 9th ficors of the building. Effective retroactively as of March 2, 2009, the annual rent shall be \$1,102,608.00 (29,016 BRSF x \$38.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$91,884.00 per month, in arrears. The Government shall pay to the Lessor, within 60 calendar days following full execution of this SLA, a single lump sum payment for all Extended Term rent not previously paid to the Lessor. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years.			
(continued on next page)			
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.			
LESSOR: Oak Hills Property Associates, LLC			
(b) (6)	Droeidor	n <del>t</del>	
BY:Anthony Westreich	Presider (Title)	11	
IN THE PRESENCE OF (wilnedsexthy)		4	
(Signature)	230 Park All Sur	1500, W, W/0/67	
	(Address)	,	
UNITED STATES OF AMERICA  (b) (6)			
BY:	Contracting Officer, GSA, NCR	(WP4PRDL)	
//// T@Hairston	(Official Tit		

EAS 1/42543967.5

#### GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE NATIONAL CAPITAL REGION

Page 2 of 2

- 3. <u>Condition of Premises</u>. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
- 4. <u>Commission.</u> Studiey, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studiey, Inc. a cooperating lease commission of the Lessor agrees to pay Studiey. Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of the l
- 5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$40,664.89 which shall be paid as free rent during the first full month of the Extended Term.
- 6. <u>Payment Obligation</u>. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
- 7. All other terms and conditions of the Lease shall remain in force and effect.

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Lessor\_\_\_\_Gov

# STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1D16.601

#### U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

MAR 11 2004

LEASE #GS-11B-01713

THIS LEASE, made and entered into this date between: Oak Hill Company

Whose address is:

c/o Westfield Realty, Inc.

1000 Wilson Boulevard, Suite 700

Arlington, VA 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

\*\*\*\*\*

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 29,016 Rentable Square Feet (RSF) or 25,710 Usable Square Feet (BOUSF) of office and related space, consisting of the entire eighth and ninth floors and six non-reserved garage parking spaces at 1401 Wilson Boulevard, Arlington, VA 22209.

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

\*\*\*\*\*

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE YEAR FIRM term beginning March 2, 2004, and running through March 1, 2009, subject to renewal rights as are hereinafter set forth.

\*\*\*\*\*

- 3. The Government shall pay the Lessor an annual rent of \$792,557.88 at the rate of \$66,046.49 per month in arrears. This represents \$30.83/USF or \$27.31/RSF inclusive of \$9,174.18 for the six parking spaces. Rent for a lesser period shall be prorated. Operating expense and tax adjustments shall be added or subtracted from this amount as per the Solicitation for Offers.
- 4. Rent shall be made payable to:

Westfield Realty Incorporated 1000 Wilson Boulevard, Suite 700 Arlington, VA 22209

•

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

One FIVE-YEAR TERM at an annual rental rate of \$821,610.18 at the rate of \$68,467.52 monthly in arrears. This represents \$31.96/USF or \$28.32/RSF inclusive of \$9,174.18 for the six parking spaces. To such rate shall be added operating cost adjustments from the original term per SFO 03-018, section 2.4, and such adjustments shall continue to be made during the option term. Base year taxes shall remain in effect and tax adjustments per Paragraph 2.2 shall continue. The renewal option shall become effective provided notice is given in writing to the Lessor at least 180 days before the end of the original lease term; said notice shall commence with the day after the date of mailing. Other terms of the lease shall remain the same during the renewal term.

\*\*\*\*\*

STA	NDARD FORM 2 EXCEPTION TO SF2 APPROVED
UN BY	TED STATES OF AMERICA  (b) (6)  CONTRACTING OFFICER, GSA, NCR
	PRESENCE OF ADDRESS 1000 Wilson Bouleyard, Suite 700 Arlington, Virginia 22209
BY PR	N'SO NAME & TITLE Timothy Heimig, Dir. Of Leasing PRINTED NAME & TITLE
	(b) (6)
	SSOR: Oak Hills Company
<u>IN 1</u>	VITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.
13.	For tenant improvements carried out by the Lessor and paid for by the Government, the Lessor shall be entitled to 20% of the cost of improvements (not including items required by the SFO) for overhead and profit of the Lessor and General Contractor. Architectural and engineering fees for the space shall be included in this percentage. Such percentage shall apply to the initial construction plans; OH & P for change orders shall be negotiable.
12.	In the event the Government, through change of the build-out or other reason, changes or damages the warm-lit shell, the Lessor shall not be held responsible for remediation of the warm-lit shell to the specifications in the SFO.
	a) Solicitation for Offers #03-018, 34 pages b) Attachment #1, Rate Structure, 8-pages #C. c) Attachment #2, 1 page d) Attachment #3, 2 pages e) Attachment #4, 14 pages f) GSA Form 1217, Lessor's Cost Statement, 1 page g) GSA Form 3517, General Clauses, 26 pages h) GSA Form 3518, Representations and Certifications, 4 pages i) Floor plans of Leased Area, 2 pages
11.	The following are attached and made a part hereof:
10.	The HVAC overtime rate shall be \$30.00 per hour. A minimum of three hours is chargeable for weekend usage.
9.	In lieu of a commission to the Government's broker for the firm term, the Government shall be entitled to an immediate rent credit of .9 month's rent, or \$59,441.83. No commission is due if the option term is exercised.
8.	The Government shall receive an immediate rent credit of \$7,713 ( $$.30 \times 25,710$ usf) as reimbursement for new paint not received at the five year point of lease GS-11B-30146.
	Any tenant improvement allowance subsequently agreed to by the parties shall be amortized monthly at 8% per annum over the remaining firm term of the lease, and shall be added to the annual rent specified in paragraph 3 or 5. Notwithstanding any language in the SFO to the contrary, the Government shall not require the Lessor to amortize more than \$38.30/USF in tenant improvements under this lease.
	real estate tax adjustments.  c) Base year operating costs of (b) (4)  Six non-reserved official parking spaces at \$1,529,03/year each (included in the rent in paragraphs 3 and 5).  e) Correction of all deficiencies identified on the Attachment 4 within 120 days of the lease effective date.
	initially included in the lease. b) Government percentage of occupancy of 15.4% (29,016 RSF + 188,288 RSF) for the purpose of calculating
6.	The Lessor shall furnish to the Government, as part of the rental consideration:  a) All services, improvements, alterations and utilities defined by this lease. No tenant improvement allowance is
~	The Legger shall furnish to the Government as part of the rental consideration:

F.

OFNEDAL OFFI	050 454000754700	A COSE VENTAL A COSE VENTAL	E A TECT	
GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		SUPPLEMENTAL AGREEMENT	DATE	
		No. \( \frac{14}{4} \)		
SUPPLEMENTAL	LEASE AGREEMENT	TO LEASE MUMBED.	· · · · · · · · · · · · · · · · · · ·	
,		TO LEASE NUMBER: GS-11B-01833	Page 1 of 2	
Address of Premises:	1401 Wilson Boulevard Arlington, VA 22209			
THIS AGREEMENT, mad	le and entered into this date b	y and between: Oak Hills Property Associa	ites, LLC	
Whose address is:  c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli				
Hereinafter called the Le	essor, and the UNITED STATE	S OF AMERICA, hereinafter called the Go	overnment.	
WHEREAS, the parties I	nereto desire to amend the abo	ove Lease.		
	e parties for the consideration execution by the Government	ns hereinafter mentioned covenant and a t as follows:	gree that the said	
1. Extended Term. This SLA is issued to extend the term of this Lease for a period of five (5) years from May 9, 2010 through May 8, 2015 (the "Extended Term"). The Government may terminate this Lease, effective as of September 30, 2012 by providing written notice to the Lessor no later than September 30, 2011, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of malling. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.				
2. Rent and Additional Rent during Extended Term. The premises consists of 5,436 BOMA rentable square feet (BRSF) (4,815 BOMA Office Area (BOASF)) of office space (the "Premises") on portions of the 2nd and 10th floors of the building. Effective as of May 9, 2010, the annual rent shall be \$206,568.00 (5,436 BRSF x \$38.00 per BRSF) plus all accorded operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$17,214.00 per month, in arrears. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years. (continued on next page)				
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.				
LESSOR: Oak Hills Prope	ty Associates, LLC			
BY;	nthony Westreich	President (Title)		
IN THE PRESENCE OF	w/injesped by):			
(D) (b)	(Signature)	230 Park Ave - Suite (Address)	500,44,44,0169	
UNITED STATES OF AM (b) (6)	ERICA			
BY:		Contracting Officer, GSA, NCR,		
	TC Hairston	(Official Title	<i>i)</i>	

#### GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE NATIONAL CAPITAL REGION

Page 2 of 2

- 3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises of the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are In good repair and tenantable condition as of the date hereof.
- 4. <u>Commission.</u> Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of Lessor agrees to pay Studley Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
- 5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$5,096.07 which shall be paid as free rent during the first full month of the Extended Term.
- 6. <u>Payment Obligation</u>. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monles whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
- 7. All other terms and conditions of the Lease shall remain in force and effect.

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Lessor / Gov

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES ADMINISTRATION
FPR (41CFR) 1D16.601

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

APR 28 2005

LEASE #GS-11B-01833

THIS LEASE, made and entered into this date between: Oak Hills Company

Whose address is:

c/o Westfield Realty, Inc.

1000 Wilson Boulevard, Suite 700

Arlington, VA 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government a total of 5,436 Rentable Square Feet (RSF), or 4,815 BOMA
 Usable Square Feet (USF), of office and related space, consisting of 1,241 USF on the 2<sup>nd</sup> floor and 3,574 USF
 on the 10<sup>th</sup> floor at 1401 Wilson Boulevard, Arlington, VA 22209.

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

- 2. TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE YEAR FIRM term beginning with acceptance of the built-out space (see Attachment 2) and ending five years thereafter, subject to renewal rights as are hereinafter set forth.
- 3. The Government shall pay the lessor an annual rent of \$128,753.10 at the rate of \$10,729,43 per month in arrears. This represents \$26.74/USF or \$23.685265/RSF. Rent for a lesser period shall be prorated. Operating expense and tax adjustments shall be added or subtracted from this amount as per the Solicitation for Offers.
- 4. Rent shall be made payable to:

Westfield Realty Incorporated 1000 Wilson Boulevard, Suite 700 Arlington, VA 22209

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

One FIVE-YEAR TERM at an annual rental rate of \$157,643.10 at the rate of \$13,136.93 monthly in arrears. This represents \$32.74/USF or \$28.999834/RSF. To such rate shall be added operating cost adjustments from the original term, and such adjustments shall continue to be made during the option term. Base year taxes shall remain in effect and tax adjustments shall continue. The renewal option shall become effective provided notice is given in writing to the lessor at least 180 days before the end of the original lease term; said notice shall commence with the day after the date of mailing. Other terms of the lease shall remain the same during the renewal term.

- 6. The lessor shall furnish to the Government, as part of the rental consideration:
  - a) all services, improvements, alterations and utilities defined by this lease, except that no tenant improvement allowance is initially included,
  - b) Government percentage of occupancy of 2.9 (5,436 RSF ÷ 188,288 RSF) for the purpose of calculating real estate tax adjustments, and
  - base year operating costs of (b) (4) for the purposes of operating cost adjustments.

r			
7.	The Government shall be entitled to an immediate rent credit of .9 month's rent, or \$9,656.49.		
8.	Provision of the following before acceptance of the built-out space:		
	<ul> <li>a) Repair of the stair shaft wall penetrations at the 10<sup>th</sup> floor on the interior side of Stair B, Improved sprinkler coverage in the 9<sup>th</sup> floor janitor's closet, and in the B Level mechanical room,</li> <li>c) Removal of the debris and repair of the interior side of the stair in Stair D – Level D,</li> <li>d) Adjustment or replacement of the door in Stair B – 3<sup>rd</sup> Floor so that it closes and latches, and</li> <li>e) Until the 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> floors are remodeled, removal of the utilities from the exit stair enclosures that are not related to fire protection service or heating or lighting, OR installation of a 2-hour separation between the utilities and the exit enclosures, OR installation of automatic sprinklers on these landings.</li> </ul>		
8.	Any tenant improvement allowance subsequently agreed to by the parties shall be amortized monthly over the remaining term of the lease at 8% per annum for the first \$20 per USF and 9% for any remaining amount, and shall be added to the annual rent specified in paragraph 3 or 5. Notwithstanding any language in the SFO to the contrary, the Government shall not require the lessor to amortize more than \$38.30/USF in tenant improvements under this lease.		
9.	The lessor shall not be liable for a commission to a broker of the Government, for either the firm or option term.		
10.	The HVAC overtime rate shall be \$30.00 per hour. A minimum of four hours is chargeable for weekend usage.		
11.	The following are attached and made a part hereof:		
	a) Solicitation for Offers #04-035, 38 pages b) Attachment #1, Rate Structure, 1 page c) Attachment #2, 1 page d) Attachment #3, 2 pages e) Attachment #4, 16 pages f) Amendment #1 to SFO, 3 pages g) GSA Form 1217, Lessor's Cost Statement, 1 page h) GSA Form 3517, General Clauses, 28 pages i) GSA Form 3518, Representations and Certifications, 4 pages j) floor plans of leased area, 2 pages		
12.	For tenant improvements carried out by the lessor but paid for by the Government the lessor shall be entitled to an overhead and profit amount for the lessor and the general contractor of 20% plus \$2,82/USF for architectural fees.		
	****		
IN V	VITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.		
LES	SSOR: Oak Hills Company		
	NTED NAME & TITLE Timothy Helmig, Dir. Of Leasing PRINTED NAME & TITLE 1000 Wilson Blvd, #700 ADDRESS Arlington, VA 22209		
JNI	TED STATES OF AMERICA		
3Y_	(b) (6)  CONTRACTING OFFICER, GSA, NCR		

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT	DATE
SUPPLEMENTAL LEASE AGREEMENT	No.8	OCT 3 0 2009
SOFFLEWENTAL LEASE AGREEWENT	TO LEASE NUMBER:	
Address of Premises: 1501 Wilson Boulevard	GS-11B-01814	Page 1 of 2
Arlington, VA 22209		•
THIS AGREEMENT, made and entered into this date	by and between: Art Property Associates, L	LC.
Whose address is: c/o Monday Properties		
230 Park Avenue, Suite 500 New York, NY 10169	)	
Attn: Theresa Piscitelli		
Hereinafter called the Lessor, and the UNITED STAT	ES OF AMERICA, hereinafter called the G	overnment.
WHEREAS, the parties hereto desire to amend the al		
NOW THEREFORE, these parties for the consideration Lease is amended upon execution by the Government	ons hereinafter mentioned covenant and a	agree that the said
Extended Term. This SLA is issued to extend the	e term of this I ease for a period of five (5) v	ears from April 5, 2011
ranging April 4, 2016 (the "Extended Term"). The Gover	nment may terminate this Lease, effective as	s of April A 2016 by
providing written notice to the Lessor no later than April 4 termination so long as the Government vacates the entire	Premises (defined below) on or before suc	h effective date. Said
notice shall be computed from the date of mailing. The Cexcept as set forth in the GSA Form 3517B included in the	Bovernment shall have no renewal rights and	I no termination rights
(BRSF) (2,246 BOMA Office Area (BOASF)) of office spa	ice (the "Premises") on a portion of the 12th.	floor of the building
Effective as of April 5, 2011, the annual rent shall be \$98 operating expense adjustments and real estate tax adjustments.	<b>.990.00</b> (2.605 BRSF x \$38100 per RRSF) nl	us all accrued
with the Lease, payable at the rate of \$8,249,17 per mon	th, in arrears. During the Extended Term or	neraling eynence
adjustments, real estate tax adjustments, and any other a made in accordance with the terms of the Lease with no	additional rent or additional charges, it any e	hall continue to be
	red on next page)	
IN WITNESS WHEREOF, the parties subscribed their na		
LESSOR: Art Property Associates, LLC	mes as of the above date.	
(b) (6)		3
BY: Anthony Westreich	President (Tille)	
IN THE PRESENCE OF (witnessed by):	(1110)	
(b) (6)	22 0 1 A C	
/ / (Signature)	230 Park Au Srif 50 (Address)	3, NJ, NY 10169
UNITED STATES OF AMERICA	(//////////////////////////////////////	
(b) (6)		
BY:	Contracting Officer, GSA, NCR, (	WPAPRDI )
//// trC Hairston	(Official Title)	
	•	
1/		
EAST\42543895.5		

## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE NATIONAL CAPITAL REGION

- 3. <u>Condition of Premises</u>. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
- 4. <u>Commission</u> Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of (b) (4) The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
- 5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$4,078.39 which shall be paid as free rent during the first full month of the Extended Term.
- 6. <u>Payment Obligation</u>. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
- 7. All other terms and conditions of the Lease shall remain in force and effect.

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Lessor\_\_\_\_Gov\_\_\_

STANDARD FORM 2 FBBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION (FPR 41 CFR) 1D16.601

#### U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

APR 1 4 2005

LEASE # GS-11B-01814

THIS LEASE, made and entered into this date between ART ASSOCIATES

Whose address is: c/o

Westfield Realty, Inc.

1000 Wilson Boulevard, Suite 700

Arlington, VA 22209

And whose interest in the property hereinafter described is that of LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 2,605 Boma Rentable Square Feet (RSF) [equivalent to 2,246 Ansi Boma Office Area Square Feet (BOASF)] being a portion of the 12th floor (suite 1225) in the office building located at 1501 Wilson Boulevard, Arlington VA 22209 to be used for OFFICE AND SUCH RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit A - Floor plan of leased premises).

- 2. TO HAVE AND TO HOLD the said premises with their appurenances for the FIVE (5) YEAR FIRM term beginning on the commencement date determined in accordance with section 2.13 "Construction Schedule of Tenant Improvements" of the SFO.
- 3. The Government shall pay the Lessor an annual rent of \$57,789.58 (\$22,18 /RSF and \$25.73/BOASF) at the rate of \$4.815.80 per month in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of (b) (4) and base year real estate taxes. Notwithstanding the foregoing, payment by the Government of the first nine-tenths (.9) high is equal to \$4,334.22 shall be abated entirely, in accordance with section 6.c herein. Payment of CPI increases in operating cost and adjustments for real estate taxes shall be made by the Government in accordance with the \$FO#03-018. Rent checks shall be made payable to: Westfield Realty Inc., 1000 Wilson Boulevard, Suite 700, Arlington, VA. 22209.

The Government's percentage of occupancy for real estate tax purposes shall be 2.13% based on 2,605 RSF/122,128 RSF.

- 4.—The Government may terminate this lease at any time by giving at least \_\_\_\_day's notice in writing to the Lessor and no rental ——shall-accive after the effective date of termination—Said notice shall be computed commencing with the day after day the date of ——mailting-
- 5. The Government shall have the right to one (1) renewal option for a five (5) year term at an annual rental rate of \$71,265.58 (\$27.35723/RSF and \$31.73/BOASF), at the rate of \$5,938.80 per month in arrears, plus cumulative operating expense adjustments from the initial lease term. Such rate is inclusive of the original operating cost base year and base year real estate taxes. Rent shall continue to be adjusted for operating cost escalations as provided in SFO 03-018 section 2.4. The Government shall continue to make an annual lump sum adjustment for change in real estate taxes as provided in SFO section 2.2. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term. All other terms and conditions of this lease shall remain the same during the renewal term. Said notice shall be computed commencing with the day after the date of mailing.

LESSOR MOOVE GOVERN

- 6. The Lessor shall furnish to the Government, as part of the rental consideration, the following: EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.
  - a) FIRE & LIFE SAFETY: As a condition of lease commencement, within 90 days after execution of this lease, Lessor shall correct all deficiencies and comply with all recommendations and findings of the attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report.
  - b) TENANT IMPROVEMENTS: The Government's rent does not include an amortized Tenant Improvement Allowance. All cost for tenant improvements will be paid by the Government via lump sum payment.
  - c) Pursuant to paragraph 1.11 "Brokerage Commission" in lieu of a commission to the Government's broker the Government shall be entitled to and immediate rent credit of .9 month's rent, which equals \$4,334.22.
  - d) Pursuant to paragraph 6.2 & 6.3 of the SFO: Utilities and maintenance will be provided daily, extending from 7:00 am to 7:00 pm, Monday through Friday and 8:00 am to 4:00pm on Saturday excluding Sundays and federal holidays. The rate for overtime HVAC service to the premises governed by this lease shall be \$30.00 per hour, beyond Normal Hour Schedule, for a minimum of 4 (four) hours which includes engineering fees on Sundays and Holidays. These rates shall escalate in a manner consistent with, the Operating Cost Escalation, in paragraph's (2.4 & 2.5) of the SFO.
  - e) If the Lessor initiates a successful tax appeal, any tax reduction due to the government will be not of the Government's percentage of occupancy share of the Lessor's reasonable and actual out-of-pocket costs of the appeal for the period of time appealed (not to exceed 25%) of any one-year appealed assessment.
- 7. The following are attached and made a part hereof:
  - 1) SOLICITATION FOR OFFERS (SFO) #03-018, 35 PAGES
  - 2) AMENDMENT #1 TO SFO #03-018, 2 PAGES
  - 3) ATTACHMENT #1 TO THE SFO, RATE STRUCTURE, 1 PAGE
  - 4) ATTACHMENT #2 TO THE SFO, CONSTRUCTION SCHEDULE, I PAGE
  - 5) ATTACHMENT #3 TO THE SFO, SCOPE OF WORK, 2 PAGES
  - 6) ATTACHMENT #4 TO THE SFO, FIRE SAFETY, 8 PAGES.
  - 7) GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT, 1 PAGE
  - 8) GSA FORM 1364 & THE ATTACHMENT, 2 PAGES
  - 9) GSA FORM 3517, GENERAL CLAUSES, 26 PAGES
  - 10) GSA FORM 3518. REPRESENTATIONS AND CERTIFICATIONS, 4 PAGES
  - 11) FLOORPLAN "EXHIBIT A" I PAGE.
  - 12) FIRE & LIFE SAFETY RIDER, I PAGE

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the dute first above written.

LESSOR:

Art Associates

(b) (6)

By: Throthy Helpig, Director of Leasing

(b) (6)

IN PRESENCE OF AMERICA

UNITED STATES OF AMERICA

BY

TITLE

CONTRACTING OFFICER, GSA, NCR,

STANDARD FORM 2

FEBRUARY 1965 EDITION

STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1D16.601

### U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

APR 2 2 1993

LEASE # GS-11B-30114 "NEG"

THIS LEASE, made and entered into this date between Art Associates

whose address is:

1000 Wilson Boulevard Arlington, Virginia 22209

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises: {\sqrt{\sqrt{}}}

A total of 34,270 net usable square feet (nusf) of office and related space located on the entire fourth, fifth, sixth, and 3,451 on the seventh floor, as well as fifteen (15) reserved parking spaces for Official Government Vehicles; four (4) of which will be designated "For Official Use Only", in the building known as, and located at, 1515 Wilson Boulevard, Arlington, Virginia.

to be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

- 2. TO HAVE AND TO HOLD the said premises with their appurtenances for the Ten year firm term beginning on (see SFO 91-165) through (see SFO 91-165), subject to termination and renewal rights as may be hereinafter set forth.
- 3. The Government shall pay the Lessor annual rent of \$662,606.00 at the rate of \$55,217.17 per MONTH in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Art Associates
- 4. The Government may terminate this lease at any time by giving at least #-DAYS-NOTICE HERE days notice in writing to the Lessor and no rental shall accrue after the offeetive date of termination. Said notice shall be computed commencing with the day after the date of mailing.
- 5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals: One Ten Year Term at an annual rental of \$790,266.20 at 65,855.52 per month in arrears provided notice be given in writing to the Lessor at lease 180 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

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6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
A) If the Government elects to make a lump sum payment for the special requirements then the cost of the requirements is \$134,180.95 as they are defined in the special requirements section of SFO #91-165.
B) Building operation, maintenance, cleaning, and utility services and repairs in accordance with SFO #91-165 as amended.
C) The required improvements and buildout of the space in accordance with Section 8.15 (attachment) entitled "Design and Construction Schedule."
D) All fire safety deficiencies, as defined on Rider I, need to be corrected prior to occupancy.
E) All building deficiencies, as defined on Rider II, need to be corrected prior to occupancy.
F) The overtime rate is established at \$8.14 per hour
7. The following are attached and made a part hereof:
A. SFO #91-165 (dated November 1991 pages 1-36) B. GSA Form 3517 (dated 1/91, 24 pages) C. GSA Form 3518 (dated 1/91, 8 pages) D. GSA Form 1217 E. Design and Construction Schedule F. Rider I Fire Safety Deficiencies G. Rider II Building Deficiencies H. Above Standard SFO Requirements I. Exhibit A Floor Plans 8. The following changes were made in this lease prior to its execution: Paragraph Four (4) has been deleted in its entirety
WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.
LESSOR Art Associates (b) (6)  BY
IN PRESENCE OF: ADDRESS:
1000 WILSON BOULEVARD, SUITE #800 ARLINGTON. YA 22209
UNITED STATES OF AMERICA (b) (6)
CONTRACTING OFFICER

GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT	DATE		
PUBLIC BUILDINGS SERVICE				
SUPPLEMENTAL LEASE AGREEMENT	No. 32	NOV - 4 2009		
	TO LEASE NUMBER:			
Address of Premises: 1515 Wilson Boulevard	GS-11B-30114	Page 1 of 2		
Arlington, VA 22209				
THIS AGREEMENT, made and entered into this date by	y and between: Art Property Associates, L	LC		
Whose address is:  c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli				
Hereinafter called the Lessor, and the UNITED STATES	S OF AMERICA, hereinafter called the G	overnment.		
WHEREAS, the parties hereto desire to amend the abo	ove Lease.			
NOW THEREFORE, these parties for the consideration Lease is amended upon execution by the Government	ns hereinafter mentioned covenant and a	agree that the said		
1. Extended Term. This StA is issued to extend the term of a portion of this Lease for a period of five (6) years from October 28, 2013 through October 27, 2018 (the "Extended Term"). The Government may terminate this Lease, effective as of October 27, 2017, by providing written notice to the Lessor no later than October 27, 2016, and no rent shall accrue after the effective date of termination so long as the Government vacates the Extended Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.  2. Rent and Additional Rent during Extended Term. The premises for the Extended Term shall consist of 15,783 BOMA rentable square feet (BRSF) (13,724 BOMA Office Area (BOASF)) of office space (the "Extended Premises") on the entire 4th floor and a portion of the 7th floor of the building. The remainder of the office space on the 5th and 6th floors (the Original Premises", together with the Extended Premises, the "Entire Premises") shall terminate on October 27, 2013 in accordance with SLA 19 of this Lease. The operating expense base and real estate tax base shall be reduced on a pro rate basis to account for the Government's reduced percentage of occupancy after the expiration of the Original Premises term. Effective as of October 28, 2013, the annual rent for the Extended Premises shall be \$599,754.00 (15,783 BRSF x \$38.00 per BRSF) plus a pro rata share based on the Government's reduced percentage of occupancy (after the expiration of the				
(continued on next page)  IN WITNESS WHEREOF, the parties subscribed their names as of the above date.				
LESSOR: Art Property Associates, LLC	THE TO BE THE WARREN WATER			
(b) (6)		,		
BY:Anthony Westreich	Presiden (Title)	<u>t</u>		
IN THE PRESENCE OF (witheased by)	(11110)			
(Signature)	230 PARK ANT-SUILED (Address)	p. W. My 1016 7		
UNITED STATES OF AMERICA				
(b) (6) BY TC Hairston	Contracting Officer, GSA, NCR, (Official Title			

## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE NATIONAL CAPITAL REGION

Page 2 of 2

Original Premises term) of all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$49,979.50 per month, in arrears. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years, except as necessary to account for the Government's reduced percentage of occupancy (after the expiration of the Original Premises term).

- 3. Condition of Premises. The Government shall accept and continue to occupy the Extended Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Extended Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Extended Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Extended Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge the Extended Premises are in good repair and tenantable condition as of the date hereof.
- 4. <u>Commission.</u> Studiey, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studiey, Inc. a cooperating lease commission of The Lessor agrees to pay Studiey Inc., 555 13<sup>th</sup> Street, N.W., Sulte 420 East, Washington, DC 20004, the commission in the lump sum amount of the lu
- 5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$24,709.86 which shall be paid as free rent during the first full month of the Extended Term.
- 6. <u>Payment Obligation</u>. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
- 7. All other terms and conditions of the Lease shall remain in force and effect.

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STANDARD FORM 2 GENERAL SERVICES ADMINISTRATION

### US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

JUN - 4 2009

LEASE NO. GS-11B-01991

THIS LEASE, made and entered into this date by and between 1101 Wilson Owner, LLC

whose address is: c/o Monday Properties
230 Park Avenue, Suite 500
New York, NY 10169
Attn: Theresa Piscitelli

and whose interest in the property hereinafter described is that of LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows

1. The Lessor hereby leases to the Government the following described premises:

A total of 4,029 BOMA rentable square feet (BRSF) [equivalent to 3,386 BOMA Office Area Square Feet (BOASF)] of office and related space, located on the 12th floor at 1101 Wilson Boulevard, Arlington, Virginia 22209 to be used for OFFICE AND SUCH RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit B – Floor plan of leased premises).

- TO HAVE AND TO HOLD the said premises with their appurtenances for a FIVE (5) YEAR SUCCEEDING LEASE Term
  beginning on October 5, 2006, through October 4, 2011, subject to termination rights as may be hereinafter set forth.
- 3. The Government shall pay the Lessor annual rent of \$153,102.00 (\$38.00/BRSF or \$45.216/BCASE) at 15. \$12,758.50 per month in arrears. The annual rental rate includes an operating cost base of and base year real estate taxes. Payment of CPI increases in operating cost and adjustments for real Wilson Owner, LLC, whose address is:

c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Therese Piscitelli

The Government's percentage of occupancy is established as 1.2% based on 4,029 BRSF / 324,664 BRSF.

1. a) The Government shall have a one-time right to terminate this lease, in whole, on or after October 5, 2010 by giving the Lessor at least 365 days notice (no later than October 5, 2009). The Government shall notify the Lessor by registered or addressed to Landlord at its Management Office at:

1101 Wilson Owner, LLC, c/o Monday Properties, 1000 Wilson Boulevard, Suite 700, Arlington, Virginia, 22209 Attn: Timothy Helmig

or at such other address as Landlord shall designate by written notice to the Government. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

- b) In accordance with SFO Paragraph 3.15 (Adjustment for Vacant Premises), the rate for adjustment for heating and air conditioning and other operating expenses which can be avoided if the Government vacates 50% or more of the leased space shall be \$1.00 per BOMA office area square foot
- This lease-may be renewed at the option of the Government, for the following terms and at the following rentals:

Lessor: 8 Gov A7

- The Lessor shall furnish to the Government, as part of the rental consideration, the following: EXGEPT AS SET! FORTHIBE LOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED: BY THIS LEASE. THIS SHALL BE A FULL SERVICE LEASE.
  - a). FIRE & LIFE SAFETY: within 180 days of execution of this lease, the Lessor-shall correct all deficiencies and comply with all recommendations and findings of attachment:#4, Fire Protection & Life Safety:Evaluation report:prepared:by a Certified Fire of the report
  - b). TENANT IMPROVEMENTS: The annual rental rate recited in Paragraph 3 does not include the cost of amortization of tenant improvements. The Government accepts the demised premises area "As:Existing" condition with the exception that the Lessor shall ensure that the space meets and complies with all ABAAS standards according to the SFO.
  - c) Pursuant to SFO paragraph 1.11 'Building Shell-Requirements' of the SFO, it is agreed that the Government's acceptance of such items 'as existing' does not relieve the Lessor from obligation in the Lease for future alterations, maintenance, repairs, replacements and/or other improvements, and all such future alterations, repairs, replacements and/or other improvements shall be performed in compliance with the standards set forth in the:SFO and shall result in the quality and function of the premises no less than the quality and function indicated in the SFO.
  - d) Pursuant to SFO paragraphs 7.1, 7.2, & 7.3, utilities and maintenance will:be:provided daily, extending from 7:00 am to 6:00 pm, Monday through Friday and 9:00 am to 1:00 pm on Saturday, excluding Sunday and federal holidays. Any additional overtime hours requested beyond the stated normal hours of operation shall:be-subject to the HVAC Overtime rate which shall be \$45.00 per hour, such rate to adjusted from time to time. The minimum hour for weekend usage is 4 hours. Any Lease Agreement.
- e). Daytime cleaning: Lessor shall perform all janitorial work in the Government's-space; between 8:30 am and 4:30:pm, liftonday through Friday. The Lessor will provide daytime cleaning at a rate of \$0.80/BRSF (equivalent to \$0.952/BOASF) above the building's pro rate cleaning cost. This additional cost of daytime cleaning-services-shall:be:paid:for:by-the Government through a lump sum payment.
- f). The Government already occupies the premises under lease GS-11B-00183 that expired on October 4, 2006.
- g). Pursuant to SFO paragraph 9.31 "Shatter-resistant.Window-Protection-Requirement", the Lessor-shall:provide-shatter-resistant window-protection in Government-occupied space at no additional cost: to the Government.
- h). Lease Number GS-11B-00183 has expired by its terms and the referenced premises is the subject of this separate, subsequent Lease between the parties. Neither party waives its rights to bring any claims or suits with respect to Lease No. GS-11B-00183, nor to pursue any outstanding claims or amounts which may be known or unknown at the time of execution of this Lease.
- i). To the extent the existing condition of the finished ceiling (including, without limitation, height, tiles, and lighting fixtures) in the Premises may not meet the SFO specifications, the Government agrees to accept the existing condition as a suitable afternative to the stipulated requirement; provided, however, that Lessor shall continue to:perform all maintenance and repair obligations to the same as set forth in the SFO.
- The following are attached and made a:part hereof:
  - 1) SOLICITATION FOR OFFERS (SFO):#07-025, 48-PAGES
  - 2) RIDER:#1, 1 PAGE
  - 3) RIDER#2, 1-PAGE
  - 4) RIDER:#3, 1:PAGE
  - 5) ATTACHMENT:#1 TO THE SFO, RATE STRUCTURE, 1 PAGE
  - 6) ATTACHMENT:#2 TO THE SFO, CONSTRUCTION SCHEDULE, 1 PAGE.
  - 7) ATTACHMENT:#3 TO THE SFO, SCOPE OF WORK FOR DID'S & CONSTRUCTION SCHEDULE TASK, 2:PAGES
  - 8) ATTACHMENT:#4 TO THE SFO, FIRE-PROTECTION & LIFE SAFETY:EVALUATION, '14-PAGES
  - 9) GSA-FORM 1364-PROPOSAL TO LEASE SPACE, 2-PAGES
  - 10) GSA-FORM 1217 LESSORS ANNUAL COST-ESTIMATE, 1-PAGE
  - 11) GSA FORM 3516 SOLICITATION PROVISION, 1 PAGE
  - 12) GSA FORM 3517B GENERAL CLAUSES, 28 PAGES
  - 13) GSA FORM 3518 REPRESENTATIONS AND CERTIFICATIONS, 4 PAGES
  - 14) FLOOR-PLAN "EXHIBIT A", 1101 WILSON-BOULEVARD, PUBLIC LOBBIES, 2-PAGES
  - 15) FLOORPLAN "EXHIBIT B", 1101 WILSON BOULEVARD, 12TH FLOOR PLAN, 2 PAGES

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written

LESSOR: 1101 Wilson-Owner & C (b) (6)  BY  (Signature)  IN THE PRESENCE OF: BY (b) (6)	President & CACO  (Title)  230 Park Audin Sunte Son (Address)  (Address)
UNITED STATES OF AMERICA  (b) (6)  BY  (Signature)	CONTRACTING OFFICER, GSA, NCR, WPD (Official lille)
STANDARD FORM 2 FEBRUARY 1965 EDITION	EXCEPTION TO SF2 APPROVED REVISED 11/19/2007

	CES ADMINISTRATION LDINGS SERVICE	SUPPLEMENTAL AGREEMENT	DATE
	LEASE AGREEMENT	No. 3	NGV - 4 2009
0017 120112711712	ALTOL MONELINENT	TO LEASE NUMBER:	<u> </u>
Address of Premises:	1101 Wilson Boulevard Arlington, VA 22209	GS-11B-01991	Page 1 of 2
THIS AGREEMENT, mad	le and entered into this date b	y and between: 1101 Wilson Owner, LLC	
Whose address is:	c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli		
Hereinafter called the Le	ssor, and the UNITED STATE:	S OF AMERICA, hereinafter called the Go	overnment.
WHEREAS, the parties h	ereto desire to amend the abo	ove Lease.	
NOW THEREFORE, thes Lease is amended upon	e parties for the consideration execution by the Government	ns hereinafter mentioned covenant and a as follows:	igree that the said
Extended Term. This SLA is issued to extend the term of this Lease for a period of five (5) years from October 5, 2011 through October 4, 2016 (the "Extended Term"). The Government may terminate this Lease, effective as of October 4, 2015 by providing written notice to the Lessor no later than October 4, 2014, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B Included in the Lease.  Rent and Additional Rent during Extended Term. The premises consists of 4,029 BOMA rentable square feet (BRSF) (3,386 BOMA Office Area (BOASF)) of office space (the "Premises") on a portion of the 12th floor of the building.			
Effective as of October 5, 2011, the annual rent shall be \$169,218.00 (4,029 BRSF x \$42.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$14,101.50 per month, in arrears. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years.			lated in accordance operating expense
	(continue	ed on next page)	
N WITNESS WHEREOF,	the parties subscribed their nam	nes as of the above date.	
LESSOR: 1101 Wilson Dw	ner, LLC		
3Y:	estreich	President (Tille)	······································
N ITHE PRESENCE OF (w (b) (6)	vitnessed by):		
(5) (6)	(eignature)	230 Part Ave Sure 9 (Address)	10, W, W/O167
JNITED STATES OF AME (b) (6)	RICA		
3	「C∕ Hairston	Contracting Officer, GSA, NCR, (	
	O HallStoff	(Official Title	/

# GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE NATIONAL CAPITAL REGION

Page 2 of 2

- 3. <u>Condition of Premises</u>. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
- 4. <u>Commission.</u> Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of Lessor agrees to pay Studley. Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not rater than thirty (30) days after receipt of an invoice from Studley, Inc.
- 5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$6,971.78 which shall be paid as free rent during the first full month of the Extended Term.
- 6. Lessor's Relocation Right. Pursuant to (a) the Government's termination right set forth in Lease No. GS-11B-00191 at 1400 Key Boulevard, Arlington, VA 22209, and (b) the Government's termination right set forth in Lease No. GS-11B-00202 at 1401 Wilson Boulevard, Arlington, VA 22209 (the "Government's Related Lease Termination Rights,"), if the Government exercises either of the Government's Related Lease Termination Rights, the Lessor shall have the right (the "Lessor's Relocation Right") to relocate the Government under this Lease (i.e., GS-11B-01991) to either of the premises vacated by the Government's exercise of the Government's Related Lease Termination Rights and to terminate this Lease as of the date of such relocation. Such relocation shall be exercised in the Lessor's sole discretion upon not less than 180 days prior written notice to the Government. If the Lessor exercises the Lessor's Relocation Right, the Lessor will effect such relocation pursuant to the terms of Lease No. GS-11B-00191 or Lease No. GS-11B-00202, as applicable. The Government shall be provided "like for like" space at the relocation premises. In the event of such a move, the Government's percentage of occupancy, square footage, and base amounts for operating expense adjustments and real estate tax adjustments may change. If applicable, such changes shall be memorialized in a Supplemental Lease Agreement. If such relocation results in an assignment of this Lease (rather than a termination), the Government shall recognize such assignment and execute a Novation Agreement. The Government shall surrender the Premises in "broom clean" condition and otherwise in accordance with the terms and conditions of the Lease.
- 7. <u>Payment Obligation</u>. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
- All other terms and conditions of the Lease shall remain in force and effect.

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Lessor Gov

GENERAL SERVI	CES ADMINISTRATION	SUPPLEMENTAL AGREEMENT	DATE
GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		SOPPLEMENTAL AGREEMENT	<u>-</u>
OUDDI MATELURA	LEAGE AGDERHOUT	No. 8	OCT 30 2009
SUPPLEMENTAL	LEASE AGREEMENT	TO LEASE NUMBER:	L
		GS-11B-01807	Page 1 of 2
Address of Premises:	1101 Wilson Boulevard Arlington, VA 22209		
THIS AGREEMENT, mad	le and entered into this date b	y and between: 1101 Wilson Owner, LLC	
Whose address is:	c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli		
Hereinafter called the Lo	essor, and the UNITED STATE	S OF AMERICA, hereinafter called the Go	overnment.
WHEREAS, the parties I	nereto desire to amend the abo	ove Lease.	
	e parties for the consideration execution by the Government	ns hereinafter mentioned covenant and a t as follows:	gree that the said
1. Extended Term. This SLA is issued to extend the term of this Lease for a period of five (5) years from May 31, 2011 through May 30, 2016 (the "Extended Term"). The Government may terminate this Lease, effective as of May 30, 2015, by providing written notice to the Lessor no later than May 30, 2014, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.			
Rent and Additional Rent during Extended Term. The premises consists of 12,093 BOMA rentable square feet (BRSF) (11,307 BOMA Office Area (BOASF)) of office space (the "Premises") on portions of the 8th floor of the building. Effective as of May 31, 2011, the annual rent shall be \$507,906.00 (12,093 BRSF x \$42.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$42,325.50 per month, in arrears. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years.			loor of the building.  F) <u>plus</u> all accrued lated in accordance operating expense
	(continue	ed on next page)	
IN WITNESS WHEREOF	the parties subscribed their nan	nes as of the above date.	
LESSOR: 1101 Wilson O	<u>%ner. L</u> LC		
(b) (6) BY:		President	•
	nmony Westreich	(Title)	
IN THE PRESENCE OF	witnessed but		
(b) (6)	(Signature)	230 Pack Ave Sudets (Address)	<u>w wy, 10167</u>
UNITED STATES OF AM	FRICA		
UNITED STATES OF AM			
BY:		Contracting Officer, GSA, NCR,	
-\-\-\-\-\-\-\-\-\-\-\-\-\-\-\-\-\-\-\	J.C. Hairston	(Official Title	<u>"</u>
EASTM2543849.	6		

## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE NATIONAL CAPITAL REGION

Page 2 of 2

- 3. <u>Condition of Premises.</u> The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
- 4. <u>Commission.</u> Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of \$19,706.75. The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of \$19,706.75, which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
- 5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$20,925.73 which shall be paid as free rent during the first full month of the Extended Term.
- 6. <u>Payment Obligation</u>. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
- 7. All other terms and conditions of the Lease shall remain in force and effect.

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Lessor\_\_\_\_\_/Gov\_\_\_\_

# STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1D16.601

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

FEB 2 4 2005

LEASE #GS-11B-01807

THIS LEASE, made and entered into this date between: 1101 Associates

Whose address is:

c/o Westfield Realty, Inc.

1000 Wilson Boulevard, Suite 700

Arlington, VA 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

\*\*\*\*\*

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 12,093 rentable Square Feet (RSF) or 11,307 Usable Square Feet (BOUSF) of office and related space, being part of the 8th floor of the building known as 1101 Wilson Boulevard at 1101 Wilson Blvd, Arlington, VA 22209.

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

\*\*\*\*\*

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE YEAR FIRM term beginning upon Government acceptance of substantial completion of the entire leased premises, and ending five years later, subject to renewal rights as are hereinafter set forth.

\*\*\*\*\*

The Government shall pay the Lessor an annual rent of \$290,702.97 (\$25.71/USF or \$24.038946/RSF) at the rate
of \$24,225.25 per month in arrears. Rent for a lesser period or lesser space shall be prorated.

\*\*\*\*\*

4. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

One FIVE-YEAR TERM at an annual rental rate of \$358,092.69 (\$31.67/USF or \$29.611568/RSF), at the rate of \$29,841.06 monthly in arrears. To such rate shall be added operating cost adjustments from the original term. The renewal option shall become effective provided notice is given in writing to the Lessor at least 180 days before the end of the original lease term; said notice shall commence with the day after the date of mailing. Other terms of the lease shall remain the same during the renewal term.

\*\*\*\*\*

- 5. The space is to be occupied by three unrelated Government tenants, which shall occupy spaces A (3,850 USF), B (4,424 USF), and C (3,033 USF) on the attached floor plan. The Government may exercise the above option separately on the three spaces. However, the Government may not exercise the option solely on the middle space (B), nor exercise the option on A and C, but not on B.
- 6. No tenant improvement allowance is included in the rate in Paragraph 3 above. The Government is responsible for paying for all tenant improvements unless provided by subsequent supplemental lease agreement. The Lessor shall furnish to the Government, as part of the rental consideration:

LESSOR GOV'T GOV'T

a)	Demising walls between spaces A and B and between spaces B and C.
b)	Government percentage of occupancy of 4.3% (12,093 RSF ÷ 283,267 RSF).
	Description (1) (0) (0) (0) (0) (0) (0) (0) (0) (0) (0

c) Base year operating costs of \$77,113.74 (\$6.82 X 11,307 USF).

- d) HVAC overtime rate of \$30.00 per hour. A minimum of four hours shall be charged for a weekend occurrence.
- 7. The Lessor shall correct penetrations in the stairs on the 15th floor (Stair A), the 10th floor (Stair A) and the plenum level (Stair B) with two-hour rated fire caulk prior to occupancy.
- 8. The construction schedule mentioned in SFO Paragraph 2.13 shall apply separately for the three spaces mentioned in Paragraph 5 above; the column applying to 0K to 10K of Attachment 2 to the SFO shall apply to each space. Moreover, upon the Government's acceptance of substantial completion of the tenant improvements in any of the three spaces mentioned, the rent shall commence for that space.
- 9. The Government will be allowed one set of changes to the Design Intent Drawings (DID's) for each of the user groups before Construction Drawings (CD's) are commenced. If the Government makes changes to the CD's that are inconsistent with the Government's approved DID's, the Government shall be responsible for the resultant costs and delays.
- 10. In lieu of a commission to the Government's broker, the Government shall be entitled to an immediate rent credit of 1.5% of the firm term rent or .9 months rent (\$21,802.73).
- 11. Notwithstanding any language in the SFO to the contrary, the Government shall not require the Lessor to amortize more than \$38.30 in tenant improvements under this lease.
- 12. The following are attached and made a part hereof:
  - a) Solicitation for Offers #03-018, 35 pages
  - b) Attachment #1, 2 pages
  - c) Attachment #2, 1 page

  - d) Attachment #3, 2 pages e) Attachment #4, 16 pages
  - f) GSA Form 1217, Lessor's Cost Statement, 1 page
  - g) GSA Form 3517, General Clauses, 26 pages
  - h) GSA Form 3518, Representations and Certifications, 4 pages
  - i) Floor Plan of Leased Area, 1 page
- 13. In the event of tenant improvements carried out by the Lessor and paid for by the Government, the Lessor shall be entilled to a fee of up to 20% of the cost of improvements (not including items required by the SFO) for overhead and profit, general conditions, and management and coordination fees of the Lessor and General Contractor. Architectural and engineering fees for the space shall be included in this percentage.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written. LESSOR: 1101 Associates BY PRINTED NAME & TITLE) Hmothy Helmin, Director of Leasing IN PRESENCE OF UNITED STATES OF AMERICA CONTRACTING OFFICER, GSA, NCR

STANDARD FORM 2 **FEBRUARY 1965 EDITION**  **EXCEPTION TO SF2 APPROVED** 

STANDARD FORM 2 GENERAL SERVICES ADMINISTRATION

## US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

NOV 2 0 2008

LEASE NO. GS-11B-01954

THIS LEASE, made and entered into this date by and between 1101 Wilson Owner, LLC

whose address is: c/o Monday Properties

230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli

and whose interest in the property hereinafter described is that of LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH:' The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows

1. The Lessor hereby leases to the Government the following described premises:

A total of 20,765 BOMA rentable square feet (BRSF) [equivalent to 17,777 BOMA Office Area Square Feet (BOASF)] of office and related space, located on the entire 10th floor (consisting of 17,666 BRSF/15,124 BOASF) and a portion of the 11<sup>th</sup> floor (consisting of 3,099 BRSF/2,653 BOASF), located at 1101 Wilson Boulevard, Arlington, Virginia 22209 to be used for OFFICE AND SUCH RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit A – Floor plan of leased premises).

- 2. TO HAVE AND TO HOLD the said premises with their appurtenances for a FIVE (5) YEAR SUCCEEDING LEASE Term beginning on February 5, 2007, through February 4, 2012, subject to termination rights as may be hereinafter set forth.

c/o Monday Properties, 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli

The Government's percentage of occupancy is established as 6.39% based on 20,765 BRSF / 324,664 BRSF, subject to confirmation of the total rentable area of the entire building.

4. The Government shall have a one-time right to terminate this lease, in whole, on or after February 5, 2011 by giving the Lessor at least 365 days notice (no later than February 5, 2010). The Government shall notify the Lessor by registered or certified mail, return receipt requested, or by Federal Express or any other nationally recognized overnight delivery service, addressed to Landlord at its Management Office at

1101 Wilson Owner, LLC, c/o Monday Properties, 1000 Wilson Boulevard, Suite 700, Arlington, Virginia, 22209 Attn: Timothy Helmig

or at such other address as Landlord shall designate by written notice to the Government. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

In accordance with SFO Paragraph 3.15 (Adjustment for Vacant Premises), the rate for adjustment for heating and air conditioning and other operating expenses which can be avoided if the Government vacates 50% or more of the leased space shall be \$1.00 per BOMA office area square foot.

essor: 8 Gov'l

Page 1 of 3

- 5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals: (Intentionally Deleted)
- 6. The Lessor shall furnish to the Government, as part of the rental consideration, the following: EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS SHALL BE A FULL SERVICE LEASE.
  - a) FIRE & LIFE SAFETY: within 180 days of execution of this lease, the Lessor shall correct all deficiencies and comply with all recommendations and findings of attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report.
  - b). TENANT IMPROVEMENTS: The annual rental rate recited in Paragraph 3 does not include the cost of amortization of tenant improvements. The Government accepts the demised premises area "As Existing" condition with the exception that the Lessor shall ensure that the space meets and complies with all ABAAS standards according to the SFO.
  - c). Pursuant to SFO paragraph 1.11 "Building Shell Requirements" of the SFO, it is agreed that the Government's acceptance of such items "as existing" does not relieve the Lessor from obligation in the Lease for future alterations, maintenance, repairs, replacements and/or other improvements, and all such future alterations, repairs, replacements and/or other improvements shall be performed in compliance with the standards set forth in the SFO and shall result in the quality and function of the premises no less than the quality and function indicated in the SFO.
  - d). Pursuant to SFO paragraph 7.1, 7.2, & 7.3 of the SFO, utilities and maintenance will be provided daily, extending from 7:00 am to 6:00 pm, Monday through Friday and 9:00 am to 1:00 pm on Saturday, excluding Sunday and federal holidays. Any additional overtime hours requested beyond the stated normal hours of operation shall be subject to the HVAC Overtime rate which shall be \$45.00 per hour, such rate to adjust from time to time. Any rate changes shall be memorialized in an SLA. The minimum hour for weekend usage is 4 hours.
  - e). Daytime cleaning: Lessor shall perform all janitorial work in the Government's space between 8:30 am and 4:30 pm, Monday through Friday. The Lessor will provide daytime cleaning at a rate of \$0.80/BRSF (equivalent to \$0.034/BOASF) above the building's pro-rate cleaning cost. This additional cost of daytime cleaning services shall be paid for by the Government through a lump sum payment.
  - The Government already occupies the premises under lease GS-11B-01446 that expired on February 4, 2007.
  - g). Pursuant to SFO paragraph 9.31 "Shatter-resistant Window Protection Requirement", the Lessor shall provide shatter-resistant window protection in Government-occupied space at no additional cost to the Government
- 7. The following are attached and made a part hereof:
  - 1) SOLICITATION FOR OFFERS (SFO) #07-004, 48 PAGES
  - 2) RIDER #1, 1 PAGE
  - 3) ATTACHMENT #1 TO THE SFO, RATE STRUCTURE, 1 PAGE
  - 4) ATTACHMENT #2 TO THE SFO, CONSTRUCTION SCHEDULE, 1 PAGE.
  - 5) ATTACHMENT #3 TO THE SFO, SCOPE OF WORK FOR DID'S & CONSTRUCTION SCHEDULE TASK, 2 PAGES
  - 6) ATTACHMENT #4 TO THE SFO, FIRE PROTECTION & LIFE SAFETY EVALUATION, 14 PAGES
  - 7) GSA FORM 1364 PROPOSAL TO LEASE SPACE, 2 PAGES
  - 8) GSA FORM 1217 LESSORS ANNUAL COST ESTIMATE, 1 PAGE
  - 9) GSA FORM 3516 SOLICITATION PROVISION, 1 PAGE
  - 10) GSA FORM 3517B GENERAL CLAUSES, 28 PAGES
  - 11) GSA FORM 3518 REPRESENTATIONS AND CERTIFICATIONS, 4 PAGES
  - 12) FLOORPLAN "EXHIBIT A", 1101 WILSON BOULEVARD, 10<sup>TH</sup> AND 11<sup>TH</sup> FLOOR PLANS, 2 PAGES
  - 13) RIDER #2, 1 PAGE

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

Lessor Govt.



LESSOR: 1101 Wilson Owner, LLC	
(b) (6)  BY(Signature)	President and CEO
IN THE PRESENCE OF:	
BY (b) (6)  Name:	1000 Wilson Boulevard, Suite 700 Arthrogica VA 22209
UNITED STATES OF AMERICA	
(b) (6) BY(\$kgnature)	CONTRACTING OFFICER, GSA, NCR, WPD (Official title)
STANDARD FORM 2 FEBRUARY 1965 EDITION	EXCEPTION TO SF2 APPROVED REVISED 11/19/2007
	/1/

STANDARD FORM 2 **FEBRUARY 1965 EDITION** GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1D16.601

**U.S. GOVERNMENT** LEASE FOR REAL PROPERTY

DATE OF LEASE:

IN 28 2000

LEASE #GS-11B-00191

THIS LEASE, made and entered into this date between: Nash Street Associates

Whose address is: 1000 Wilson Boulevard

Suite, 700

Arlington, Virginia 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the following described premises:

A total of 47.156 BOMA Rentable Square Feet (RSF) or 41,600 BOMA Office Usable Square Feet (BOUSF) office and related space. including the entire A level (21,223 RSF/19,085 USF), B level (7,409 RSF/6,663 USF), 5th floor (9,262 RSF/7,926 USF), and the 6th floor (9,262 RSF/7,928 USF), in the building known as 1400 Key Boulevard, Arlington, Virginia 22209

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

- TO HAVE AND TO HOLD the said premises with their appurtenances for the SUCCEEDING FIVE (5) YEAR FIRM TERM beginning March 3, 2000, through March 2, 2005, subject to termination and renewal rights as may be hereinafter set forth.
- The Government shall pay the Lessor an annual rent of \$977,600 (\$20.73/RSF and \$23.50 BOUSF) at the rate of \$81,466.66 per MONTH in arrears. Rent for a lesser period or lesser space shall be prorated. Rent checks shall be payable to:

Nash Street Associates 1000 Wilson Boulevard Sulte, 700 Arlington, Virginia 22209

The Government's share of tax increases/ decreases and percentage of occupancy for the purpose of computing tax adjustments per the SFO, in Paragraph 2.4 entitled "TAX ADJUSTMENTS" shall be 30.42%. The Governments base costs of services and utilities for the purpose of calculating operating cost escalations as described in the SFO. Paragraph 2.6 entitled "Operating Costs" shall be as indicated on the GSA Form 1217 attached hereto.

The government may terminate this lease at any time by giving at least \_days notice in writing to the Lescer and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

\*\*\*\*\*\*

This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

The Government shall have the right to (1) renewal option for a FIVE-YEAR TERM at an annual rental rate of \$1,227,200 (\$29.50/ RSF and \$26.02/ BOUSF), payable at the rate of \$102,266.66 per Month in amears. Such rate shall be inclusive of adjusted future operating costs. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term; Sald notice shall be confided commencing with the day after the date of mailing.

LESSOR

**EXCEPTION TO SF2 APPROVED GSA/IRMS 12D89** 

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:			
EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE.			
The annual rent set forth in paragraph 3 is inclusive of the Lessor providing all Warm Lit Shell requirements including, but not limited to, full compliance with all Fire and Life Safety, full handleapped accessibility compliance, new paint, carpet, and cove base installed throughout the Government demised area. The Lessor shall be responsible for the removal and replacement of traditional furniture. Connect/reconnect of systems furniture is excluded from the Lessor's responsibilities.  b) Normal hours of operation are extended from 7 AM to 6 PM daily and Saturdays from 9 AM to 1 PM except Sundays and Federal holidays and in accordance with the buildings normal working hours. See paragraph 6.3 of the SFO entitled "NORMAL HOURS". The overtime rate for services and utilities is \$2.5 per hour, which is a comprehensive rate that does not include personnel costs, for the entire Government demised area. The minimum hours for weekend overtime charged for each usage is 3 hours. See paragraph 6.4 of the SFO entitled "Overtime Usage".  c) All Government owned equipment shall be sub-metered and the cost of utility consumption for such equipment shall be borne by the Government tenant.  d) Included in the rent, is a Tenant improvement allowance in the amount of \$0 (\$0.00/ BOUSF). The Government will amortize the Tenant improvement allowance at an annual interest rate of 0.0%. The Government reserves the right to deamortize any unused allowance at the rate of 0% interest per annum.  e) The Lessor shall comply with all Fire and Life Safety and handicapped accessibility requirements for all space under this lease.  f) Cleaning is to be performed after tenant working hours. The rate for daytime cleaning is an additional \$ .20 per BOUSF.  Within 60 days of Lease execution, the Lessor shall provide the Government with as-built CAD files and drawing per the SFO, paragraphs 3.4 and 3.5.			
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7. The following are attached and made a part hereof:			
1. SOLICITATION FOR OFFERS #99-025, 25 PAGES 2. ATTACHMENT #1, 1 PAGES 3. ATTACHMENT #2 TO THE SOLICITATION FOR OFFERS, 1 PAGE(S) 4. ATTACHMENT #3 TO THE SOLICITATION FOR OFFERS, 2 PAGES 5. ATTACHMENT #5 TO THE SOLICITATION FOF OFFERS, 9 PAGES 6. GSA FORM 1217, LESSOR'S COST STATEMENT, 1 PAGE(S) 7. GSA FORM 35176GENERAL CLAUSES, 26 PAGE(S) 8. GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS, 4 PAGE(S) 9. FLOORPLAN(S) OF LEASED AREA, 3 PAGE(S) 10. RIDER, 1 PAGE			
8. The following changes were made in this lease prior to its execution: Paragraph 4 was deleted in its entirety.			
N WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.			
BY Timethy H. Holm 16, Vice President  (b) (6)  N PRESENCE OF			
UNITED STATES OF AMERICA (b) (6) (6) (CONTRACTING OFFICER, GSA, NCR, OPR, RED			
FANDARD FORM 2 EXCEPTION TO SF2 APPROVED			

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		SUPPLEMENTAL AGREEMENT	DATE
<del></del>	CES ADMINISTRATION LDINGS SERVICE	SUPPLEMENTAL AGREEMENT	
		No. 14	OCT 3 0 2009
SUPPLEMENTAL	LEASE AGREEMENT	TO LEASE NUMBER:	
		GS-11B-00191	Page 1 of 2
Address of Premises:	1400 Key Boulevard Arlington, VA 22209		
THIS AGREEMENT, mai	de and entered into this date	by and between: Nash Street Property As	sociates, LLC
Whose address is:	c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli		
Hereinafter called the L	essor, and the UNITED STAT	ES OF AMERICA, hereinafter called the	Government.
WHEREAS, the parties	hereto desire to amend the al	bove Lease.	
NOW THEREFORE, the Lease is amended upor	se parties for the consideration execution by the Government	ons hereinafter mentioned covenant and nt as follows:	l agree that the said
2010 through March 2, 20 30, 2012, by providing we effective date of terminati effective date. Said notice	215 (the "Extended Term"). The itten notice to the Lessor no late on so long as the Government e shall be computed from the d	ne term of this Lease for a period of five (5) e Government may terminate this Lease, e er than September 30, 2011, and no rent s vacates the entire Premises (defined below late of mailing. The Government shall have n 3517B included in the Lease.	ffective as of September hall accrue after the /) on or before such
(BRSF) (41,600 BOMA C 6th floors of the building. BRSF) plus all accrued o calculated in accordance Term, operating expense	Iffice Area (BOASF)) of office so Effective as of March 3, 2010, perating expense adjustments a with the Lease, payable at the adjustments, real estate tax ad	p. The premises consists of 47,156 BOMA pace (the "Premises") on portions of the A the annual rent shall be \$1,791,928.00 (47 and real estate tax adjustments over the or rate of \$149,327.33 per month, in arrears. Iljustments, and any other additional rent or the Lease with no change to the barriers.	level, B level, 5th and ,156 BRSF x \$38.00 per lighnal base amounts During the Extended additional charges, if
	(contin	ued on next page)	
IN WITNESS WHEREOF	, the parties subscribed their na	ames as of the above date.	
LESSOR: Nash Street Pr	firette Associates, LLC		
(b) (6		Describe	ant
BY:	www.westreich	Preside (Tille)	2111
IN THE DOESENCE OF		<b>,</b> ,	
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UNITED STATES OF AM	ERICA		
(b) (6) BY:	✓I C'Hairston	Contracting Officer, GSA, NCF (Official T	
P			
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6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:			
EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE.			
a) The annual rent set forth in paragraph 3 is inclusive of the Lessor providing all Warm Lit Shell requirements including, but not limited to, full compliance with all Fire and Life Safety, full handicapped accessibility compliance, new paint, carpet, and cove base installed throughout the Government demised area. The Lessor shall be responsible for the removal and replacement of traditional furniture. Connect/reconnect of systems furniture is excluded from the Lessor's responsibilities.  b) Normal hours of operation are extended from7 AM to6 _ PM daily and Saturdays from9 AM to1 _     PM except Sundays and Federal holidays and in accordance with the buildings normal working hours. See paragraph 6.3 of the SFO entitled "NORMAL HOURS". The overtime rate for services and utilities is \$25 per hour, which is a comprehensive rate that does not include personnel costs, for the entire Government demised area. The minimum hours for weekend overtime charged for each usage is 3 hours. See paragraph 6.4 of the SFO entitled "Overtime Usage".  c) All Government owned equipment shall be sub-metered and the cost of utility consumption for such equipment shall be borne by the Government tenant.  d) Included In the rent, is a Tenant improvement allowance in the amount of \$0 (\$0.00/ BOUSF). The Government will amortize the Tenant improvement allowance at an annual interest rate of 0.0%. The Government reserves the right to deamortize any unused allowance at the rate of 0% interest per annum.  e) The Lessor shall comply with all Fire and Life Safety and handicapped accessibility requirements for all space under this lease.  f) Cleaning is to be performed after tenant working hours. The rate for deytime cleaning is an additional \$.20 per BOUSF.  Within 60 days of Lease execution, the Lessor shall provide the Government with as-built CAD files and drawing per the SFO, paragraphs 3.4 and 3.5.			
7. The following are attached and made a part hereof:			
1. SOLICITATION FOR OFFERS #99-025, 25 PAGES 2. ATTACHMENT #1, 1 PAGES 3. ATTACHMENT #2 TO THE SOLICITATION FOR OFFERS, 1 PAGE(S) 4. ATTACHMENT #3 TO THE SOLICITATION FOR OFFERS, 2 PAGES 5. ATTACHMENT #5 TO THE SOLICITATION FOR OFFERS, 8 PAGES 6. GSA FORM 1217, LESSOR'S COST STATEMENT, 1 PAGE(S) 7. GSA FORM 35178GENERAL CLAUSES, 26 PAGE(S) 8. GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS, 4 PAGE(S) 9. FLOORPLAN(S) OF LEASED AREA, 3 PAGE(S) 10. RIDER, 1 PAGE			
8. The following changes were made in this lease prior to its execution: Paragraph 4 was deleted in its entirety.			
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.			
ILESSOR:  BY Timethy It. Helmi6, Vice President  (b) (6)  IN PRESENCE OFADDRESS Arelin 640N, Va, Z2209			
UNITED STATES OF AMERICA A CONTRACTING OFFICER, GSA, NCR, OPR, RED			
STANDARD FORM 2 EXCEPTION TO SF2 APPROVED FEBRUARY 1965 EDITION			

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STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES ADMINISTRATION
FPR (41CFR) 1D16,601

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

JUN 2 8 2004

LEASE #GS-11B・01727

THIS LEASE, made and entered into this date between: Nash Street Associates

Whose address is:

c/o Westfield Realty, Inc.

1000 Wilson Boulevard, Suite 700

Arlington, VA 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 25,976 Rentable Square Feet (RSF) or 22,370 Usable Square Feet (BOUSF) of office and related space, consisting of the entire second and third floors and part of the fourth floor at 1400 Key Boulevard, Arlington, VA 22209.

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE YEAR FIRM term beginning August 1, 2004, and running through July 31, 2009, subject to renewal rights as are hereinafter set forth.

\*\*\*\*

- 3. The Government shall pay the Lessor an annual rent of \$701,299.50 at the rate of \$58,441.63 per month in arrears. This represents \$31.35/USF or \$27.00/RSF. Rent for a lesser period shall be prorated. Operating expense adjustments shall be added or subtracted from this amount as per the Solicitation for Offers. Tex adjustments above the base year shall also be made according to the Solicitation for Offers.
- 4. Rent shall be made payable to:

Westfield Realty Incorporated 1000 Wilson Boulevard, Suite 700 Arlington, VA 22209

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

\*\*\*\*

One FIVE-YEAR TERM at an annual rental rate of \$727,248.70 at the rate of \$60,604.06 monthly in arrears. This represents \$32,51/USF or \$28,00/RSF. To such rate shall be added operating cost adjustments from the original term per SFO 03-018, section 2.4, and such adjustments shall continue to be made during the option term. Base year taxes shall remain in effect and tax adjustments per Paragraph 2.2 shall continue. The renewal option shall become effective provided notice is given in writing to the Lessor at least 180 days before the end of the original lease term; said notice shall commence with the day after the date of mailing. Other terms of the lease shall remain the same during the renewal term.

6. The Lessor shall furnish to the Government the following:

LESSOR A GOVT

EXCEPTION TO SF2 APPROVED GSAVIRMS 12D89

- a) HVAC overtime rate of \$30 per hour. A minimum of three hours is chargeable for weekend usage. b) No tenant improvement allowance.
- c) Government percentage of occupancy of 15.8 (25,976 RSF + 164,537 RSF) for the purpose of calculating real estate tax adjustments.
- d) Base year operating costs of \$124,824.80 (\$5.58 USF x 22,370 USF) for the purposes of calculating operating cost adjustments.
- 7. Any tenant improvement allowance subsequently agreed to by the parties shall be amortized monthly at 8% per annum over the remaining term of the lease. Notwithstanding any language in the SFO to the contrary, the Government shall not require the Lessor to amortize more than \$38.30/USF in tenant improvements under this
- 8. The Lessor shall correct the following fire code violations within 30 days of lease signing:
  - a) Seal the telephone room floor and ceiling penetrations on the third and seventh floors (Stair A side).
  - b) Repair the penetrations/breaks on the interior side of the stair shaft walls near both standpipes at Level A and the first, third and fourth floors, per Section 709 of BOCA.
  - Add sprinklers in the fourth floor telephone closet (Stair B side) and in the northeast corner of the mechanical room on the B level (near the carpenter's office), per Section 403 of BOCA.
- 9. In lieu of a brokerage commission to the Government's broker for the firm term, the Government shall be entitled to an immediate rent credit of .9 month's rent, or \$52,597.48. No such commission is due should the option term be exercised.
- 10. In the event the Government, through change of the build-out or other reason, changes or damages the warm-lit shell, the Lessor shall not be held responsible for remediation of the warm-lit shell to the specifications in the SFO.
- 11. The following are attached and made a part hereof:
  - a) Solicitation for Offers #03-018, 35 pages
  - b) Attachment #1, Rate Structure, 6 pages

  - c) Attachment #2, 1 page d) Attachment #3, 2 pages e) Attachment #4, 14 pages
  - GSA Form 1217, Lessor's Cost Statement, 1 page f)
  - GSA Form 3517, General Clauses, 26 pages
  - GSA Form 3518, Representations and Certifications, 4 pages
  - Floor plans of Leased Area, 3 pages
- 12. For tenant Improvements carried out by the Lessor and paid for by the Government, the Lessor shall be entitled to 20% of the cost of improvements (not including items required by the SFO) for overhead and profit of the Lessor and General Contractor. Architectural and engineering fees for the space shall be included in this percentage. Such percentage shall apply to the initial construction plans; OH & P for change orders shall be negotiable,

IN WITNESS WHEREOF, the parties hereto have hereunto su	bscribed their names as of the date first above written.
LESSOR: Nash Street Associates	/ ; /
ВУ	BY Authorized Agent
PRINTED NAME & TITLE	PRINTED NAME & TITLE
IN PRESENCE OF (b) (6)	ADDRESS Aclington, Va. 22209
UNITED STATES OF AMERICA	
(b) (6)	_CONTRACTING OFFICER, GSA, NCR

STANDARD FORM 2 **FEBRUARY 1986 EDITION** 

**EXCEPTION TO SF2 APPROVED** 

GENERAL SERVICES A	DEBLICTOATION	SUPPLEMENTAL AGREEMENT	DATÉ
PUBLIC BUILDING			
SUPPLEMENTAL LEA	RE AGREEMENT	No. 10	107 1 2 2009
OOL F PRINCIPLE PRINCIPLE	M by J 1 way 1 and part is a page 4 4	TO LEASE NUMBER: GS-11B-01727	Page 1 of 2
Address of Premises:	1400 Key Boulevard	GS+11D-01/27	1 090 1 01 2
	Arlington, VA 22209		
THIS AGREEMENT, made and	l entered into this date b	y and between: Nash Street Property Asso	ociates, LLC
230 Ne	Monday Properties Deark Avenue, Suite 500 W York, NY 10169 n: Theresa Piscitelli		
Hereinafter called the Lessor	, and the UNITED STATE	S OF AMERICA, hereinafter called the G	overnment.
WHEREAS, the parties hereto	desire to amend the abo	ove Lease.	
NOW THEREFORE, these par Lease is amended upon exec	ties for the consideration ution by the Government	ns hereinafter mentioned covenant and a t as follows:	agree that the said
1. Extended Term. This SLA is issued to extend the term of this Lease for a period of five (5) years retroactively from August 1, 2009 through July 31, 2014 (the "Extended Term"). The Government may terminate this Lease, effective as of September 30, 2012 by providing written notice to the Lessor no later than September 30, 2011, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.  2. Rent and Additional Rent during Extended Term. The premises consists of 25,976 BOMA rentable square feet (BRSF) (22,370 BOMA Office Area (BOASF)) of office space (the "Premises") on the 2nd, 3rd, and a portion of the 4th floor			
of the building. Effective retroactively as of August 1, 2009, the annual rent shall be \$987,088.00 (25,976 BRSF x \$38.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$82,257.33 per month, in arrears. The Government shall pay to the Lessor, within 60 calendar days following full execution of this SLA, a single lump sum payment for all Extended Term rent not previously paid to the Lessor. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years.			
(continued on next page)			
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.			
LESSOR: Nash Street Property	Associates, LLC		
BY:		Presider	nt
Anthon	y Westreich	(Title)	
IN THE PRESENCE OF (witness	ssed by):	,	
(b) (6)	nature)	230 Park-Aux-Suk Do, (Address,	NY MY 10167
UNITED STATES OF AMERIC	Α		
(b) (6) B)	ansor	Contracting Officer, GSA, NCR, (Official Tite	

# GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE NATIONAL CAPITAL REGION

- 3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
- 4. <u>Commission.</u> Studiey, Inc. is the authorized real estate broker representing GSA in connection with this loss amendment transaction. The Lessor has agreed to pay to Studiey, Inc. a cooperating lease commission of The Lessor agrees to pay Studiey, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (5) (4) which shall be due to Studiey, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studiey, Inc.
- 5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$32,195.52 which shall be paid as free rent during the first full month of the Extended Term.
- 6. <u>Payment Obligation</u>. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
- 7. All other terms and conditions of the Lease shall remain in force and effect.

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STANDARD FORM 2 GENERAL SERVICES ADMINISTRATION

### US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

MAY 25 2006

LEASE NO.

GS-11B-01862

THIS LEASE, made and entered into this date by and between

Nash Street Property Associates, LLC, by: Rossiyn Holdings LLC, a Delaware limited liability company, its sole member

whose address is

c/o Monday Properties

1000 Wilson Boulevard, Sulto 700

Arlington, Virginia 22209

and whose interest in the property hereinafter described is that of Owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

- 1. The Lessor hereby leases to the Government the following described premises:
  - 'A total of 10,606 BOMA rentable square feet (BRSF) of office and related space, consisting of 9,690 BOMA Office area square feet (BOASF). The Premises is comprised of a portion of Level 'C' consisting of two blocks of space (2,343 BRSF /2,141 BOASF and 8,263 BRSF /7,649 BOASF) at 1400 Key Boulevard, Arlington, Virginia, 22209. (See Exhibit A for Floor Plan)
- TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 10, 2005 through July 9, 2010, subject to termination and renewal rights as may be hereinafter set forth.
- 3. The Government shall pay the Lessor annual rent as follows: For the period from <u>July 10, 2005</u> through <u>July 9, 2010</u>, \$296,968.00 (\$28,00 per BRSF or \$30.65 per BOASF) at the rate of \$24,747.33 per month in arrears. The rental rates above do not include any cost to the Lessor for providing any tenant improvements or daytime cleaning, which will be paid for separately by the Government from the rent via a Reimbursable Work Authorization (RWA).

Rent checks shall be made payable to Nash Street Property Associates, LLC, c/o Monday Properties, 1000 Wilson Boulevard, Suite 700, Arlington, Virginia 22209

- 4. The Government may terminate this lease, in whole, on or after <u>July 10, 2009</u> by giving the Lessor at least <u>180</u> days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of melling.
- 6. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

One FIVE YEAR TERM \_\_\_\_\_\_at an annual rentel rate of \_\_\_\_\_\_ rat the rate of \_\_\_\_\_ monthly in prears in addition to operating cost adjustments from the original term. The renewel option shall become effective provided written notice of the Covernment's Intent to exercise the option is provided to the Lesser at least-180 days prior to the expiration of the original lesse term; all other terms and conditions of this lesse shall remain the same during any renewal term. Sold notice shall be computed commencing with the day after the date of mailing.

- 6. The Lessor shall furnish to the Government, sa part of the rental consideration, the following:
  - A. All services, utilities, alterations, repairs, maintenance, as well as any other rights and privileges stipulated by this Lease and its attachments are included.
- In accordance with SFO Paragraph 3.5 (Operating Costs Base), the Operating Cost is established as \$52,231.54, which equales to \$4.92 per BRSF (\$5.39 per BOASF). This Operating Cost Base gives not include the cost of the Lessor providing daytime cleaning, which will be paid for separately from the rent via an RWA.
- 8. The Lessor shall provide daytime cleaning services for the 8,263 BRSF (7,849 BOASF) portion of the Government leased space (crosshatched and highlighted in Blue on the Floor Plan labeled Exhibit A to this lease). These services shall be provided for an annual cost of \$7,171.55. The cost of these services shall be paid separately from the rental rate outlined in paragraph 3 and 5 of this Standard Form 2 and shall be paid by the Government via an RWA.
- In accordance with SFO Paragraph 3.2 (Tex Adjustment), the percentage of Government occupancy is established as 6.4% (Based on Government occupancy of 10,606 BRSF and total building area of 164,637 BRSF).





	1.00 per
11. In accordance with SFO Paragraph 7.3 (Overtime Usage), the overtime rate for services, and utilities and maintenance is \$30 hour, which is a comprehensive rate, for the entire Government demised area. The overtime rate for services and utilities for Sundays or holidays is \$30.00 per hour, which is a comprehensive rate, for the entire Government demised area. The minim for weekend usage is 4 hours.	r `
12. In accordance with SEC Paragraph 1.10 (Broker Commission), a cooperative, tenant broker fee due from the Lessor or agent (assoc of s(b) (4) Lestablished as part of the Best and Final Offer dated December 8. Firm Term (4 Years) x Broker Fee Percentage any term beyond the four year firm term of this lease. One hundred percent (b) of the rest of and payable within 30 of lease execution. The fee(s) is paid to: Equis Corporation, Attn: Mr. Brian Adeistein, 161 North Clark Street, Suite 2400, Chical illinots 60601.	e pald for days of
13. The following are attached and made a part hereof:  A. Solicitation for Offers No. 04-035 - 38.pages.  B. GSA Form 1364 entitled Proposal to Lease Space - 2 pages.  C. Attachment to GSA Form 1364 - 1 page.  D. Attachment 1 entitled Rate Structure - 7 pages.  E. Attachment 2 entitled Construction Schedula - 1 page.  F. Attachment 3 entitled Scope of Work for DID's and Construction Schedula Tasks - 2 pages.  G. Attachment 4 entitled Fire Protection & Life Safety Evaluation - 14 pages.  H. Solicitation for Offers No. 04-035 Amendment #1 dated October 12, 2004 - 3 pages.  L. GSA Form 35178 entitled Lessors Annual Cost Statement - 1 page.  J. GSA Form 3518 entitled Representations and Certifications - 7 pages.  Exhibit A entitled 1400 Key Boulevard, Level 'C' - Floor Plan - 1 page.	,
14. The Government agrees to accept the leased space in it's "as-is" condition and shall not require the Lessor to complete any B Shell or Tenant improvements as part of this lease.	uilding
•	i
IN WITNESS WHEREOF, the parties herelo have hereunto subscribed their names as of the date first above written.	
LESSOR: NASH STREET PROPERTY ASSOCIATES, LLC by: Rosslyn Holdings LLC, a Delaware limited liability company, its sole member	i
Philip J. Brannigan, Jr.  Managing Director  ———————————————————————————————————	
IN THE PRESENCE OF: (1)	
(Signature)   Feder St. Both, MH UZI	0
LESSEE: UNITED STATES OF AMERICA (b) (6)	
T. C. Hairston, Branch Chief/Contracting Officer GENERAL SERVICES ADMINISTRATION	-
(Official title)	



10.	<ol> <li>In accordance with SFO Paragraph 3.11 (Adjustment for Vacant Premises), the rate for adjustment for heating and air conditioning and other operating expenses which can be avoided if the Government vacates 50% or more of the leased space shall be \$1.00 per BOMA office area square foot.</li> </ol>			
11. In accordance with SFO Paragraph 7.3 (Overlime Usage), the overtime rate for services, and utilities and maintenance is \$30.00 per hour, which is a comprehensive rate, for the entire Government demised area. The overtime rate for services and utilities for Sundays or holidays is \$30.00 per hour, which is a comprehensive rate, for the entire Government demised area. The minimum hours for weekend usage is 4 hours.				
12. In accordance with SFO Paragraph 1.10 (Broker Commission), a cooperative, tenant broker fee due from the Lessor or agent for the Lessor of (5) (4) Lestablished as part of the Beet and Final Offer dated December 8, 2005 [Gross Rental Rate, net of Tis (5) (4) No commission shall be paid for any term beyond the four year firm term of this lease. One hundred percent (5) of the fee is due and payable within 30 days of lease execution. The fee(s) is paid to: Equis Corporation, Altin: Mr. Brian Adelstein, 161 North Clark Street, Suita 2400, Chicago, Illinois 60801.				
	The following are attached and made a part hereof:  A. Solicitation for Offers No. 04-035 - 38 pages.  B. GSA Form 1364 entitled Proposal to Lease Space - 2 pages.  C. Attachment to GSA Form 1364 - 1 page.  Attachment 1 entitled Rate Structure - 7 pages.  E. Attachment 2 entitled Construction Schedule - 1 page.  Attachment 3 entitled Scope of Work for DID's and Construction Schedule Tasks - 2 pages.  G. Attachment 4 entitled Fire Protection & Life Safety Evaluation - 14 pages.  G. Solicitation for Offers No. 04-035 Amendment #1 dated October 12, 2004 - 3 pages.  G. GSA Form 1217 entitled Lessors Annual Cost Statsment - 1 page.  J. GSA Form 35178 entitled General Clauses - 33 pages.  K. GSA Form 3518 entitled Representations and Cartifications - 7 pages.  Exhibit A entitled 1400 Key Boulevard, Level 'C' - Floor Plan - 1 page.  The Government agrees to accept the leased space in it's "as-is" condition and shall not require the Lessor to complete any Building Shell or Tenant Improvements as part of this lease.			
IN W	ITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.			
	NASH STREET PROPERTY ASSOCIATES, LLC by: Rosslyn Holdings LLC, a Delaware limited			
שמ	Philip J. Brannigan, Jr.			
Managing Director (Signature				
NH	K DEPENSANCE OF			
	1 Feder St. Both, MA UZIO			
LESS	(Signature) (Address)  ≥E: UNITED STATES OF AMERICA			
<b>(</b> b)	) (6)			
BY	T, C. Halreton, Branch Chief/Contracting Officer GENERAL SERVICES ADMINISTRATION			
	(Official title)			
•				



PK

	CES ADMINISTRATION  DINGS SERVICE	SUPPLEMENTAL AGREEMENT	DATE
CUDDI EMENTAL	LEACE ACCREMENT	No.8	OCT 3 0 2009
SUPPLEMENTAL	LEASE AGREEMENT	TO LEASE NUMBER:	<u> </u>
		GS-11B-01862	Page 1 of 2
Address of Premises:	1400 Key Boulevard Arlington, VA 22209		
THIS AGREEMENT, mad	e and entered into this date b	by and between: Nash Street Property Asse	ociates, LLC
Whose address is:	c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli		,
Hereinafter called the Le	ssor, and the UNITED STATE	S OF AMERICA, hereinafter called the G	overnment.
WHEREAS, the parties h	ereto desire to amend the ab	ove Lease,	
NOW THEREFORE, these Lease is amended upon	e parties for the consideration execution by the Governmen	ns hereinafter mentioned covenant and a t as follows:	gree that the said
1. Extended Term. This SLA is issued to extend the term of this Lease for a period of five (5) years from July 10, 2010 through July 9, 2015 (the "Extended Term"). The Government may terminate this Lease, effective as of September 30, 2012 by providing written notice to the Lessor no later than September 30, 2011, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 35178 included in the Lease.			
(BRSF) (9,690 BOMA Offic Effective as of July 10, 201 operating expense adjustr with the Lease, payable at adjustments, real estate ta:	e Area (BOASF)) of office space 0, the annual rent shall be \$40 tents and real estate tax adjusting the rate of \$33,585.67 per mone adjustments, and any other actions.	The premises consists of 10,606 BOMA rece (the "Premises") on portions of the C leve 3,028.00 (10,606 BRSF x \$38.00 per BRSF ments over the original base amounts calcusth, in arrears. During the Extended Term, odditional rent or additional charges, if any, shange to the base amounts or base years.	el of the building, i) <u>plus</u> all accrued lated in accordance operating expense
(continued on next page)			
N WITNESS WHEREOF,	he parties subscribed their nan	nes as of the above date.	
LESSOR: Nash Street Brog	erty Associates, LLC		
BY:	thony Westreich	President (Title)	
N THE PRESENCE OF W	•	(Tille)	
(b) (6)	Signature)	230 Park Alex Stick St. (Address)	s, wy ny notes
INITED STATES OF AME	RICA: //		**************************************
(b) (6)	O mainsion	Contracting Officer, GSA, NCR, (Official Title	
		Constal Title	!

EAST\42543942,5

# GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE NATIONAL CAPITAL REGION

Page 2 of 2

- 3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the
- 4. <u>Commission.</u> Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of Lessor agrees to pay Studley, Inc., 655 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
- 5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$9,239.74 which shall be paid as free rent during the first full month of the Extended Term.
- 6. <u>Payment Obligation</u>. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
- All other terms and conditions of the Lease shall remain in force and effect.

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Lessor\_\_\_\_/Gov

EAST\42543942.5

# STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1D16.601

#### U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

FEB 2 4 2005

LEASE #GS-11B-01807

THIS LEASE, made and entered into this date between: 1101 Associates

Whose address is:

c/o Westfield Realty, Inc.

1000 Wilson Boulevard, Suite 700

Arlington, VA 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 12,093 rentable Square Feet (RSF) or 11,307 Usable Square Feet (BOUSF) of office and related space, being part of the 8th floor of the building known as 1101 Wilson Boulevard at 1101 Wilson Bivd, Arlington, VA 22209.

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE YEAR FIRM term beginning upon Government acceptance of substantial completion of the entire leased premises, and ending five years later, subject to renewal rights as are hereinafter set forth.

\*\*\*\*\*\*

The Government shall pay the Lessor an annual rent of \$290,702.97 (\$25.71/USF or \$24.038946/RSF) at the rate
of \$24,225.25 per month in arrears. Rent for a lesser period or lesser space shall be prorated.

4. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

One FIVE-YEAR TERM at an annual rental rate of \$358,092.69 (\$31.67/USF or \$29.611568/RSF), at the rate of \$29,841.06 monthly in arrears. To such rate shall be added operating cost adjustments from the original term. The renewal option shall become effective provided notice is given in writing to the Lessor at least 180 days before the end of the original lease term; said notice shall commence with the day after the date of mailing. Other terms of the lease shall remain the same during the renewal term.

- 5. The space is to be occupied by three unrelated Government tenants, which shall occupy spaces A (3,850 USF), B (4,424 USF), and C (3,033 USF) on the attached floor plan. The Government may exercise the above option separately on the three spaces. However, the Government may not exercise the option solely on the middle space (B), nor exercise the option on A and C, but not on B.
- 6. No tenant improvement allowance is included in the rate in Paragraph 3 above. The Government is responsible for paying for all tenant improvements unless provided by subsequent supplemental lease agreement. The Lessor shall furnish to the Government, as part of the rental consideration:

LESSOR\_ GOVT LET

EXCEPTION TO SF2 APPROVED GSA/IRMS 12D89

- a) Demising walls between spaces A and B and between spaces B and C.
- b) Government percentage of occupancy of 4.3% (12,093 RSF + 283,267 RSF).
- c) Base year operating costs of \$77,113.74 (\$6.82 X 11,307 USF).
- d) HVAC overtime rate of \$30.00 per hour. A minimum of four hours shall be charged for a weekend occurrence.
- 7. The Lessor shall correct penetrations in the stairs on the 15<sup>th</sup> floor (Stair A), the 10<sup>th</sup> floor (Stair A) and the plenum level (Stair B) with two-hour rated fire caulk prior to occupancy.
- 8. The construction schedule mentioned in SFO Paragraph 2.13 shall apply separately for the three spaces mentioned in Paragraph 5 above; the column applying to 0K to 10K of Attachment 2 to the SFO shall apply to each space. Moreover, upon the Government's acceptance of substantial completion of the tenant improvements in any of the three spaces mentioned, the rent shall commence for that space.
- The Government will be allowed one set of changes to the Design Intent Drawings (DID's) for each of the user
  groups before Construction Drawings (CD's) are commenced. If the Government makes changes to the CD's that
  are inconsistent with the Government's approved DID's, the Government shall be responsible for the resultant
  costs and delays.
- 10. In lieu of a commission to the Government's broker, the Government shall be entitled to an immediate rent credit of (b) (4)
- 11. Notwithstanding any language in the SFO to the contrary, the Government shall not require the Lessor to amortize more than \$38.30 in tenant improvements under this lease.
- 12. The following are attached and made a part hereof:
  - a) Solicitation for Offers #03-018, 35 pages
  - b) Attachment #1, 2 pages
  - c) Attachment #2, 1 page
  - d) Attachment #3, 2 pages
  - e) Attachment #4, 16 pages
  - f) GSA Form 1217, Lessor's Cost Statement, 1 page
  - g) GSA Form 3517, General Clauses, 26 pages
  - h) GSA Form 3518, Representations and Certifications, 4 pages
  - i) Floor Plan of Leased Area, 1 page
- 13. In the event of tenant improvements carried out by the Lessor and paid for by the Government, the Lessor shall be entitled to a fee of up to 20% of the cost of improvements (not including items required by the SFO) for overhead and profit, general conditions, and management and coordination fees of the Lessor and General Contractor. Architectural and engineering fees for the space shall be included in this percentage.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: 1101 Associates

(b) (6)

BY

PRINTED NAME A TITLE TO BLOCK HAME A TO BLOCK HAME ADDRESS AT LINGTON, DA ZZZO9

UNITED STATES OF AMERICA

(D) (6)

BY

CONTRACTING OFFICER, GSA, NCR

STANDARD FORM 2 FEBRUARY 1965 EDITION

**EXCEPTION TO SF2 APPROVED** 

STANDARD FORM 2 **GENERAL SERVICES ADMINISTRATION** 

## **US GOVERNMENT** LEASE FOR REAL PROPERTY

DATE OF LEASE:

NOV 2 0 2008

LEASE NO. GS-11B-01954

THIS LEASE, made and entered into this date by and between 1101 Wilson Owner, LLC

whose address is: c/o Monday Properties

230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli

and whose interest in the property hereinafter described is that of LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows

1. The Lessor hereby leases to the Government the following described premises:

A total of 20,765 BOMA rentable square feet (BRSF) [equivalent to 17,777 BOMA Office Area Square Feet (BOASF)] of office and related space, located on the entire 10th floor (consisting of 17,666 BRSF/15,124 BOASF) and a portion of the 11th floor (consisting of 3,099 BRSF/2,663 BOASF), located at 1101 Wilson Boulevard, Arlington, Virginia 22209 to be used for OFFICE AND SUCH RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit A - Floor plan of leased premises),

- 2. TO HAVE AND TO HOLD the said premises with their appurtenances for a FIVE (5) YEAR SUCCEEDING LEASE Term beginning on February 5, 2007, through February 4, 2012, subject to termination rights as may be hereinafter set forth.
- 3. The Government shall pay the Lessor annual rent of \$789,070,00 (\$38,00/BRSF or \$44,387129437/BOASF) at the rate of \$65,755.83 per month in arrears. The annual rental rate includes an operating cost base of (b) (4) and base year real estate taxes. Payment of CPI increases in operating cost and adjustments for real estate taxes shall be made by the Government in accordance with SFO # 07-004. Rent checks shall be made payable to 1101 Wilson Owner, LLC, whose address is:

c/o Monday Properties, 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli

The Government's percentage of occupancy is established as 6.39% based on 20,765 BRSF / 324,664 BRSF, subject to confirmation of the total rentable area of the entire building.

4. The Government shall have a one-time right to terminate this lease, in whole, on or after February 5, 2011 by giving the Lessor at least 365 days notice (no later than February 5, 2010). The Government shall notify the Lessor by registered or certified mail, return receipt requested, or by Federal Express or any other nationally recognized overnight delivery service. addressed to Landlord at its Management Office at

> 1101 Wilson Owner, LLC, c/o Monday Properties, 1000 Wilson Boulevard, Suite 700, Arlington, Virginia, 22209 Attn: Timothy Helmig

or at such other address as Landlord shall designate by written notice to the Government. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

In accordance with SFO Paragraph 3.15 (Adjustment for Vacant Premises), the rate for adjustment for heating and air conditioning and other operating expenses which can be avoided if the Government vacates 50% or more of the leased space shall be \$1.00 per BOMA office area square foot.

& Gov'l

Page 1 of 3

- This lease may be renewed at the option of the Government, for the following terms and at the following rentals: (Intentionally Deleted)
- 6. The Lessor shall furnish to the Government, as part of the rental consideration, the following: EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS SHALL BE A FULL SERVICE LEASE.
  - a). FIRE & LIFE SAFETY: within 180 days of execution of this lease, the Lessor shall correct all deficiencies and comply with all recommendations and findings of attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report.
  - b). TENANT IMPROVEMENTS: The annual rental rate recited in Paragraph 3 does not include the cost of amortization of tenant improvements. The Government accepts the demised premises area "As Existing" condition with the exception that the Lessor shall ensure that the space meets and complies with all ABAAS standards according to the SFO.
  - c). Pursuant to SFO paragraph 1.11 "Building Shell Requirements" of the SFO, it is agreed that the Government's acceptance of such items "as existing" does not relieve the Lessor from obligation in the Lease for future alterations, maintenance, repairs, replacements and/or other improvements, and all such future alterations, repairs, replacements and/or other improvements shall be performed in compliance with the standards set forth in the SFO and shall result in the quality and function of the premises no less than the quality and function indicated in the SFO.
  - d). Pursuant to SFO paragraph 7.1, 7.2, & 7.3 of the SFO, utilities and maintenance will be provided daily, extending from 7:00 am to 6:00 pm, Monday through Friday and 9:00 am to 1:00 pm on Saturday, excluding Sunday and federal holidays. Any additional overtime hours requested beyond the stated normal hours of operation shall be subject to the HVAC Overtime rate which shall be \$45.00 per hour, such rate to adjust from time to time. Any rate changes shall be memorialized in an SLA. The minimum hour for weekend usage is 4 hours.
  - e). Daytime cleaning: Lessor shall perform all janitorial work in the Government's space between 8:30 am and 4:30 pm, Monday through Friday. The Lessor will provide daytime cleaning at a rate of \$0.80/BRSF (equivalent to \$0.934/BOASF) above the building's pro-rate cleaning cost. This additional cost of daytime cleaning services shall be paid for by the Government through a lump sum payment.
  - f). The Government already occupies the premises under lease GS-11B-01446 that expired on February 4, 2007.
  - g). Pursuant to SFO paragraph 9.31 "Shatter-resistant Window Protection Requirement", the Lessor shall provide shatter-resistant window protection in Government-occupied space at no additional cost to the Government
- 7. The following are attached and made a part hereof:
  - 1) SOLICITATION FOR OFFERS (SFO) #07-004, 48 PAGES
  - 2) RIDER #1, 1 PAGE
  - 3) ATTACHMENT #1 TO THE SFO, RATE STRUCTURE, 1 PAGE
  - 4) ATTACHMENT #2 TO THE SFO, CONSTRUCTION SCHEDULE, 1 PAGE.
  - 5) ATTACHMENT #3 TO THE SFO, SCOPE OF WORK FOR DID'S & CONSTRUCTION SCHEDULE TASK, 2 PAGES
  - 6) ATTACHMENT #4 TO THE SFO, FIRE PROTECTION & LIFE SAFETY EVALUATION, 14 PAGES
  - 7) GSA FORM 1364 PROPOSAL TO LEASE SPACE, 2 PAGES
  - 8) GSA FORM 1217 LESSORS ANNUAL COST ESTIMATE, 1 PAGE
  - 9) GSA FORM 3516 SOLICITATION PROVISION, 1 PAGE
  - 10) GSA FORM 3517B GENERAL CLAUSES, 28 PAGES
  - 11) GSA FORM 3518 REPRESENTATIONS AND CERTIFICATIONS, 4 PAGES
  - 12) FLOORPLAN "EXHIBIT A", 1101 WILSON BOULEVARD, 10<sup>TH</sup> AND 11<sup>TH</sup> FLOOR PLANS, 2 PAGES
  - 13) RIDER #2, 1 PAGE

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

Lessor Govt.

Lessor: & Gov

LCCCOD: 4404 Wilson Owner LLC	
LESSOR: 1101 Wilson Owner, LLC	
(b) (6)  BY(Signature)	President and CEO
IN THE PRESENCE OF:	
BY (b) (6) Name:	1000 Wilson Boulevard, Suite 700 Arlington, VA 222001
UNITED STATES OF AMERICA	
(b) (6) BY	CONTRACTING OFFICER, GSA, NCR, WPD (Official title)
.,	
STANDARD FORM 2 FEBRUARY 1965 EDITION	EXCEPTION TO SF2 APPROVED REVISED 11/19/2007
	<u>//</u>

STANDARD FORM 2 GENERAL SERVICES ADMINISTRATION

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

JUN - 4 2009

LEASE NO. GS-11B-01991

THIS LEASE, made and entered into this date by and between 1101 Wilson Owner, LLC

whose address is: c/o Monday Properties

230 Park Ávenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli

and whose interest in the property hereinafter described is that of LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows

1. The Lessor hereby leases to the Government the following described premises:

A total of **4,029** BOMA rentable square feet (BRSF) [equivalent to **3,386** BOMA Office Area Square Feet (BOASF)] of office and related space, located on the 12th floor at 1101 Wilson Boulevard, Arlington, Virginia 22209 to be used for OFFICE AND SUCH RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit B – Floor plan of leased premises).

- TO HAVE AND TO HOLD the said premises with their appurtenances for a FIVE (5) YEAR SUCCEEDING LEASE Term beginning on October 5, 2006, through October 4, 2011, subject to termination rights as may be hereinafter set forth.
- 3. The Government shall pay the Lessor annual rent of \$153,102.00 (\$38.00/BRSF or \$45.216/BOASE) at the rote of \$12,758.50 per month in arrears. The annual rental rate includes an operating cost base of (b) (4) and base year real estate taxes. Payment of CPI increases in operating cost and adjustments for real Wilson Owner, LLC, whose address is:

c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli

The Government's percentage of occupancy is established as 1.2% based on 4,029 BRSF / 324,664 BRSF.

4. a) The Government shall have a one-time right to terminate this lease, in whole, on or after October 5, 2010 by giving the Lessor at least 365 days notice (no later than October 5, 2009). The Government shall notify the Lessor by registered or addressed to Landlord at its Management Office at:

1101 Wilson Owner, LLC, c/o Monday Properties, 1000 Wilson Boulevard, Suite 700, Arlington, Virginia, 22209 Attn: Timothy Helmia

or at such other address as Landlord shall designate by written notice to the Government. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

- b) In accordance with SFO Paragraph 3.15 (Adjustment for Vacant Premises), the rate for adjustment for heating and air conditioning and other operating expenses which can be avoided if the Government vacates 50% or more of the leased space shall be \$1.00 per BOMA office area square foot
- 5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

Lessor: 8 Gov

- The Lessor shall furnish to the Government, as part of the rental consideration, the following: IEXGEPT AS: SET/FORTH:BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS SHALL BE A FULL SERVICE LEASE.
  - a). FIRE & LIFE SAFETY: within 180 days of execution of this lease, the Lessor-shall correct all deficiencies and comply with all recommendations and findings of attachment #4, Fire Protection & Life Safety:Evaluation report:prepared:by a Certified:Fire Protection:Engineer, as well as the recommendations and findings of the OSA:Fire:Protection:Engineering:Section's review
  - TENANT IMPROVEMENTS: The annual rental rate recited in Paragraph 3 does not include the cost of amortization of tenant improvements. The Government accepts the demised premises area "As:Existing" condition with the exception that the Lessor shall ensure that the space meets and complies with all ABAAS standards according:to the SFO.
- Pursuant to SFO:paragraph 1.11 'Building Shell-Requirements' of the SFO, it is agreed that the Government's acceptance of such items "as existing" does not relieve the Lessor from obligation in the Lease for future attentions, maintenance, repairs, replacements and/or other improvements, and all such future alterations, repairs, replacements and/or other improvements shall be performed in compliance with the standards set forth in the SFO and shall result in the quality and function of the premises no less than the quality and function indicated in the SFO.
- Pursuant to SFO paragraphs 7.1, 7.2, & 7.3, utilities and maintenance will:be:provided daily, extending from 7:00 am to 6:00 pm, Monday through Friday and 9:00 am to 1:00 pm on Saturday, excluding Sunday and federal holidays. Any additional overtime hours requested beyond the stated normal hours of operation shall; be subject to the: HVAC Overtime rate which shall be \$45.00 per hour, such rate to adjusted from time to time. The minimum hour for weekend usage is 4 hours. Any adjustment to the HVAC Overtime adjustment rate shall be memorialized through mutual execution of a Supplemental
- Daytime cleaning: Lessor shall perform all janitorial work in the Government's-space; between 8:30 am and 4:30;pm, Monday through Friday. The Lessor will provide daytime cleaning at a rate of \$0.80/BRSF (equivalent to \$0.852/BOASF) above the building's pro rata cleaning cost. This additional cost of daytime cleaning services shall be paid for by the f).
- The Government already occupies the premises under lease GS-11B-00183 that expired on October 4, 2006.
- Pursuant to SFO paragraph 9.31 "Shatter-resistant.Window-Protection-Requirement", the Lessor-shall provide-shatterresistant window protection in Government-occupied space at no additional cost to the Government h),
- Lease Number GS-11B-00183 has expired by its terms and the referenced premises is the subject of this separate, subsequent Lease between the parties. Neither party waives its rights to bring any claims or suits with respect to Lease No. GS-11B-00183, nor to pursue any outstanding claims or amounts which may be known or unknown at the
- To the extent the existing condition of the finished ceiling (including, without limitation, height, tiles, and lighting fixtures) in the Premises may not meet the SFO specifications, the Government agrees to accept the existing condition as a suitable alternative to the stipulated requirement; provided, however, that Lessor shall continue to:perform all maintenance and
- The following are attached and made a part hereof:
  - SOLICITATION FOR OFFERS (SFO):#07-025, 48-PAGES 1)
  - RIDER:#1, 1 PAGE 2)
  - 3) RIDER#2, 1-PAGE
  - RIDER:#3, 1:PAGE
  - ATTACHMENT:#1 TO THE SFO, RATE STRUCTURE, 1 PAGE 5)
  - ATTACHMENT:#2 TO THE SFO, CONSTRUCTION SCHEDULE, 1 PAGE. 6) 7)
  - ATTACHMENT:#3 TO THE SFO, SCOPE OF WORK-FOR DID'S & CONSTRUCTION-SCHEDULE TASK, 2:PAGES
  - ATTACHMENT:#4 TO THE SFO, FIRE PROTECTION & LIFE SAFETY:EVALUATION, 14:PAGES
  - GSA-FORM 1364-PROPOSAL TO LEASE SPACE, 2-PAGES 9)
  - 10) GSA-FORM 1217 LESSORS ANNUAL COST ESTIMATE, 1 PAGE
  - 11) GSA FORM 3516 SOLICITATION PROVISION, 1 PAGE
  - 12) GSA FORM 3517B GENERAL CLAUSES, 28 PAGES
  - 13) GSA-FORM 3518 REPRESENTATIONS AND GERTIFICATIONS, 4 PAGES
  - 14) FLOOR: PLAN "EXHIBIT A", 1101 WILSON-BOULEVARD, PUBLIC LOBBIES, 2-PAGES
  - 15) FLOORPLAN "EXHIBIT B", 1101 WILSON BOULEVARD, 12TH FLOOR PLAN, 2: PAGES

IN WITNESS.WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written

LESSOR: 1101 Wilson Owner, &LC (b) (6)	
(Signature) IN THE PRESENCE OF:	President & CACO
BY (b) (6)	
name:	230 Park Austin Surte Soul (Address) 11/14/10/16/19
UNITED STATES OF AMERICA (b) (6)	
(Signature)	CONTRACTING OFFICER, GSA, NCR, WPD (Official title)
STANDARD FORM 2	
FEBRUARY 1965 EDITION	EXCEPTION TO SF2 APPROVED

GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT	Internation 1		
Public buildings service	No. 2	DATE PROLE YOU		
UPPLEMENTAL LEASE AGREEMENT TO LEASE NO. GS-11B-01954				
ADDRESS OF PREMISES 1101 Wilson Blvd				
·				
	Arlington, VA 22209-2211			
THIS AGREEMENT, made and entered into this date	e by and between 1101 Wilso	n Owner, LLC		
whose address is:	230 Park Avenue, Suite 500			
	New York, NY 10169-0005			
Hereinafter called the Lessor, and the UNITED STATES OF A	AMERICA, hereinafter called the Governmen	at:		
WHEREAS, the parties hereto desire to amend the ab				
NOW THEREFORE, these parties for the consideratio	ns hereinafter covenant and agree that	the said lease is		
hereby amended effective February 5, 2009	as follows:			
Issued to reflect the annual operating cost escalat	ion provided for in the basic lease a	greement,		
Base (CPI-W-U.S. City Avg)	Jan 2008	208.74		
Corresponding Index	Jan 2009	205.700		
Base Operating Cost Per Lease	****	(b) (4)		
% Increase in CPI-W		(5) (4)		
Annual increase in Operating Cost				
Less Previous Escalation Paid				
Annual Increase in Operating Cost Due Lessor				
Effective February 5, 2009 , the annual rent is in The new annual rent is \$793,904.61 The rent check shall be made payable to:	payable at the rate of \$66,168.	per month, in arrears.		
	1101 Wilson Owner, LLC			
•	Monday Properties			
	Suite 500			
	New York, NY 10169-0005			
All other terms and conditions of the lease shall remain	in force and effect.			
The William and the Property of the Communication o				
IN WITNESS WHEREOF, the parties subscribed their	names as of the above date.	`		
LESSOR: 1101 Wilson Owner, LLC				
вү	•			
(Signature)	<del>*************************************</del>	Znala)		
		(Title)		
in the presence op	•			
(Signature)		(Address)		
UNITED OF LOSS OF LA				
UNITED STATES OF AMERICA (b) (6)				
(5) (0)				
BY Contracting Officer (IGA NOR DRIESE, No. 1)				
(Olgusture)	Contracting Officer, GSA, NCR, PBS			
wante		(Official Title)		

GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT	DATE			
PUBLIC BUILDINGS SERVICE	No. 3	t			
SUPPLEMENTAL LEASE AGREEMENT		NOV - 4 2009			
	TO LEASE NUMBER: GS-11B-01991	Page 1 of 2			
Address of Premises: 1101 Wilson Boulevard Arlington, VA 22209		r age r or z			
THIS AGREEMENT, made and entered into this date by	y and between: 1101 Wilson Owner, LLC				
Whose address is:  c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli					
Hereinafter called the Lessor, and the UNITED STATES	S OF AMERICA, hereinafter called the Go	overnment.			
WHEREAS, the parties hereto desire to amend the abo	ve Lease.				
NOW THEREFORE, these parties for the consideration Lease is amended upon execution by the Government	s hereinafter mentioned covenant and a as follows:	gree that the said			
1. Extended Term. This SLA is issued to extend the 2011 through October 4, 2016 (the "Extended Term"). The 4, 2015 by providing written notice to the Lessor no later th date of termination so long as the Government vacates the date. Said notice shall be computed from the date of mailing termination rights except as set forth in the GSA Form 351.	e Government may terminate this Lease, eff ian October 4, 2014, and no rent shall accru e entire Premises (defined below) on or befo ng. The Government shall have no renewa 7B Included in the Lease.	fective as of October of the after the effective ore such effective of the after and no			
2. Rent and Additional Rent during Extended Term. The premises consists of 4,029 BOMA rentable square feet (BRSF) (3,386 BOMA Office Area (BOASF)) of office space (the "Premises") on a portion of the 12th floor of the building. Effective as of October 5, 2011, the annual rent shall be \$169,218.00 (4,029 BRSF x \$42.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$14,101.50 per month, in arrears. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years.					
(continued	d on next page)	;			
IN WITNESS WHEREOF, the parties subscribed their name	es as of the above date.	-			
LESSOR: 1101 Wilson Owner LLC					
BY:Anthony Westreich	President (Title)				
IN THE PRESENCE OF (witnessed by):	, ,	***			
(b) (6) (Signature)	230 Rul Ave Suite 510 (Address)	, W/W/O169			
UNITED STATES OF AMERICA (b) (6)					
BYTC Hairston	Contracting Officer, GSA, NCR, (V (Official Title)	VP4PRDL)			

- 3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
- 4. <u>Commission.</u> Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of (b) (4) The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
- 5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$6,971.78 which shall be paid as free rent during the first full month of the Extended Term.
- 6. Lessor's Relocation Right. Pursuant to (a) the Government's termination right set forth in Lease No. GS-11B-00191 at 1400 Key Boulevard, Arlington, VA 22209, and (b) the Government's termination right set forth in Lease No. GS-11B-00202 at 1401 Wilson Boulevard, Arlington, VA 22209 (the "Government's Related Lease Termination Rights"), if the Government exercises either of the Government's Related Lease Termination Rights, the Lessor shall have the right (the "Lessor's Relocation Right") to relocate the Government under this Lease (i.e., GS-11B-01991) to either of the premises vacated by the Government's exercise of the Government's Related Lease Termination Rights and to terminate this Lease as of the date of such relocation. Such relocation shall be exercised in the Lessor's sole discretion upon not less than 180 days prior written notice to the Government. If the Lessor exercises the Lessor's Relocation Right, the Lessor will effect such relocation pursuant to the terms of Lease No. GS-11B-00191 or Lease No. GS-11B-00202, as applicable. The Government shall be provided "like for like" space at the relocation premises. In the event of such a move, the Government's percentage of occupancy, square footage, and base amounts for operating expense adjustments and real estate tax adjustments may change. If applicable, such changes shall be memorialized in a Supplemental Lease Agreement. If such relocation results in an assignment of this Lease (rather than a termination), the Government shall recognize such assignment and execute a Novation Agreement. The Government shall surrender the Premises in "broom clean" condition and otherwise in accordance with the terms and conditions of the Lease.
- 7. <u>Payment Obligation</u>. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
- 8. All other terms and conditions of the Lease shall remain in force and effect.

(The Remainder of the Page Left Intentionally Blank)



GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT		DATE MAIS		
Public Buildings Service	No. 4			14	2008
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO.	GS-11B-01807	<u> </u>		
address of premises	1101 Wilson Boulevard			4	<del></del>
	Adlantas MA 00000	•			
THIS AGREEMENT, made and entered	Arlington, VA 22209	1101 Barrier American IIIO			<del></del>
the state of the s	nico cins date by and between	1101 Property Associates, LLC			
whose address is:	c/o Monday Properties: Timothy I	Helmig			
	1000 Wilson Blvd, Suite 700	·			
	Arlington, VA 22209				
Heroinafter called the Lessor, and the UNITE	D STATES OF AMERICA, hereinafte	r called the Government:			
WHEREAS, the parties hereto desire to a	amend the above Lease.				
NOW THEREFORE than parties for the	*1 ** 1 * 2				
NOW THEREFORE, these parties for the hereby amended as follows:	e considerations hereinatter coven	ant and agree that the said lease is			
Issued to reflect the annual real esta	te tax escalation provided for i	n the basic lease agreement.			
COMPARISON YEAR	2007	\$898,620.30			
BASE YEAR	2006	\$838,911.36			
Monuter				•	Ē
INCREASE Government Share		\$59,708.94 4.20%			
Amount Due for Current Year		4.30% \$2,567,48			
	1101 Property Associates, LLC do Monday Properties: Timothy H				
	1000 Wilson Blvd, Suite 700 Arlington, VA 22209	<b>g</b>			
All other terms and conditions of the lease	e shall remain in force and effect.				
IN WITNESS WHEREOF, the parties sub	pacribed their names as of the abo	ua Aata		٠	
LESSOR: 1101 Property Associates, Li		76 ua.c.		<del></del>	<u>·</u>
BY					
(Signature)		40.3			
Assault		(Ntle)			
n the presence of					
	•				
(Signature)		7433			
		(Address)			
united states of America			<del></del>		
(b) (6)					:
					İ
BY_		Contracting Officer, GSA, NCR, PE			ļ
(Signature)		(0	Official Title)		

, — <u>— — — — — — — — — — — — — — — — — —</u>		<u> </u>	
ENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT		DATE
PUBLIC BUILDINGS SERVICE	1	No. 4	JAN - 7 2010
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO.	GS-11B-01991	<u> </u>
ADDRESS OF PREMISES	1101 Wilson Blyd		
	Arlington, VA 22209		
THIS AGREEMENT, made and entere	ed into this date by and between:	1101 Wilson Owner, LLC	
whose address is:			
	230 Park Avenue, Suite 500		
	New York, NY 10169		
•	***************************************		
Hereinafter called the Lessor, and the UNIT	FED STATES OF AMERICA, hereina	fter called the Government:	
WHEREAS, the parties hereto desire to	amend the above Lease.		
NOW THEREFORE, these parties for the hereby amended as follows:	he considerations hereinafter cove	enant and agree that the said lease is	
Issued to reflect the annual real est	ate tax escalation provided for	in the basic lease agreement.	
		-	
COMPARISON YEAR	2007	\$1,136,711.82	
BASE YEAR	2006	\$904,475.50	
MADELOS			
INCREASE		\$232,236.33	•
Government Share		1.20%	
Amount Due for Current Year		\$2,786.84	
oayable in arrears. This amount sha		check to:	
	1101 Wilson Owner, LLC		
	c/o Monday Properties Attn:Theres	a Piscitelli	
	230 Park Avenue, Suite 500		
	New York, NY 10169		
all other terms and conditions of the leas	ee chall remain in force and office		
N WITNESS WHEREOF, the parties su	ibscribed their names as of the ab	ove date.	
ESSOR: 1101 Wilson Owner, LLC			<u> </u>
Y		· 	
(Signature)		(Title)	· · · · · · · · · · · · · · · · · · ·
I THE PRESENCE OF			
Signature)		(Addross)	<del></del>
NITED STATES OF AMERICA			
(b) (6)			
X /			
Y		Contracting Officer, GSA, NCR, PB	S,NoVA
(Signature)			Official Title)
/	•	•	, , , , , , , , , , , , , , , , , , , ,

GSA FORM 278

GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT		
PUBLIC BUILDINGS SERVICE	l l	lo. 5	DATE 11 2010
SUPPLEMENTAL LEASE AGREEMENT	to lease no.	GS-11B-01991	1 11112010
address of premises	1101 Wilson Blvd Arlington, VA 22209		
THIS AGREEMENT, made and enterowhose address is:	ed into this date by and between:	1101 Wilson Owner, LLC	
	230 Park Avenue, Suite 500		
	New York, NY 10169		
Hereinaster called the Lessor, and the UNIT		er called the Government	
WHEREAS, the parties hereto desire to		or children to conjunction.	
NOW THEREFORE, these parties for the hereby amended as follows:		nant and agree that the said lease is	ı
Issued to reflect the annual real est	ate tax escalation provided for i	in the basic lease agreement.	
COMPARISON YEAR	•		
BASE YEAR	2008 2006	\$1,242,254.42 \$904,475.50	
	*	\$\$V4,410.DU	
INGREASE		\$337,778.92	
Government Share		1.20%	•
Amount Due for Current Year		\$4,053.35	
payable in arrears. This amount sha	1101 Wilson Owner, LLC c/o Monday Properties Attn:Theresa		
	230 Park Avenue, Suite 500		
	New York, NY 10169		
all other terms and conditions of the leas	se shall remain in force and effect.	•	
N WITNESS WHEREOF, the parties su	ubscribed their names as of the abo	ve date.	
ESSOR: 1101 Wilson Owner, LLC			
			•
Y			
Signature)	,	(Title)	***************************************
Imile peranton on		\*****/	
THE PRESENCE OF			
Signature)	•		
		(Address)	
NITED STATES OF AMERICA			
(b) (6)			
Y_			
*******		Contracting Officer, GSA, NCR, PF	3S,NoVA
(Signature)			Official Title)
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GENERALL ORDERTORS ANALYSIS				
GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT		DATE	3
SUPPLEMENTAL LEASE AGREEMENT	TO I DION WO	No. 5	l	·
ADDRESS OF PREMISES	TO LEASE NO.	GS-11B-01954		
The state of the s	1101 Wilson Blvd Arlington, VA 22209			
THIS AGREEMENT, made and enter-		4101 1705		
whose address is:	ed into this date by and between	n: 1101 Wilson Owner, LLC		
1000 4441000 10,	000 B 1 1 0 11 20 1			
	230 Park Avenue, Suite 500			
	New York, NY 10169			
Hereinafter called the Lessor, and the UNI	FED STATES OF AMERICA, herein	nafter called the Government:		
WHEREAS, the parties hereto desire to	amend the above Lease.			
MONUMERRED				
NOW THEREFORE, these parties for t hereby amended as follows:	he considerations hereinafter co	ovenant and agree that the said lease is	3	<del>-</del>
neteny amended as 10Hows;				
Issued to reflect the annual root and	oto tan accellation (1.1.0			
Issued to reflect the annual real est	ate tax escalation provided is	or in the basic lease agreement.		
COMPARISON YEAR	2008			
BASE YEAR	2008 2007	\$1,209,904.81		
	2007	\$946,314.77		
INCREASE		\$263,690,03		
Government Share	•	6.39%		
Amount Due for Current Year		\$16,843,40		
	1101 Wilson Owner, LLC c/o Monday Properties Attn:Ther 230 Park Avenuc, Suite 500 New York, NY 10169	esa Piscitelli		
	,	·		
All other terms and conditions of the lea	se shall remain in force and effe	ect.		
N WITNESS WHEREOF, the parties s	ubscribed their names as of the	above date.		
ESSOR: 1101 Wilson Owner, LLC				
Y				
(Signature)		(Title)		
n the presence of				
•				
(Signature)		(Address)		
INTEREST CONTROL OF LIVERS				
NITED STATES OF AMERICA (b) (6)				
Y				
	_	Contracting Officer, GSA, NCR, P	-	
(o)gnatoire)		•	(Official Title)	
l			-	GSA FORM 276

GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT		<del>                                     </del>
PUBLIC BUILDINGS SERVICE		io. 6	Jan 14,2010
SUPPLEMENTAL LEASE AGREEMENT	to lease no.	GS-11B-01991	Jan 14,2010
ADDRESS OF PREMISES	1101 Wilson Blvd		
THIS AGREEMENT mode and and	Arlington, VA 22209		
THIS AGREEMENT, made and entered whose address is:	into this date by and between:	1101 Wilson Owner, LLC	· · · · · · · · · · · · · · · · · · ·
15,	220 Pauli Aug. O. J. was		
	230 Park Avenue, Suite 500		
	New York, NY 10169		
Hereinafter called the Lessor, and the UNITE	D STATES OF AMERICA, hereinaf	ter called the Government:	
WHEREAS, the parties hereto desire to a	mend the above Lease.		
NOW THEREFORE, these parties for the hereby amended as follows:	considerations hereinafter cove	nant and agree that the said lease is	
Issued to reflect the annual real estat	e tax escalation provided for	in the basic lease agreement.	
For the 2008 Real Estate Tax bill, to Their 2008 Real Estate Tax was rea The Lessor had to pay a Tax Appea GSA is reimbursing the Lessor for	essessed resulting in a savings of \$ at Fee of 25% of the savings amoun	22,108.58 in their taxes.	
c/ 2	be credited in the amount of the credited in the next rent c 101 Wilson Owner, LLC To Monday Properties Attn:Theresa 30 Park Avenue, Suite 500 Tew York, NY 10169		
All other terms and conditions of the lease	shall remain in force and effect.		
N WITNESS WHEREOF, the parties subs	cribed their names as at the al		
ESSOR: 1101 Wilson Owner, LLC	orised their names as or the and	ve date.	
·			
YSignature)			
សានិពនាព្រម)		(Title)	
THE PRESENCE OF			
Signature)		(Address)	
Walles Con Leaves		(Addless)	
NITED STATES OF AMERICA			
(b) (6)			
Y		0 4 4 5	
, , ,	<del></del> :	Contracting Officer, GSA,NCR, PBS	
		(Of	ficial Title)

GENERAL SERVICES ADMINIS	STRATION	SUPPLEMENTAL AGE	PPROPING	
PUBLIC BUILDINGS SERVICE		i i	No. 7	DATE
SUPPLEMENTAL LEASE AGRE	EMENT	to lease no.	GS-11B-01991	
ADDRESS OF PREMISES		1101 Wilson Blvd		
THIS AGREEMENT, made	and ontored into this de	Arlington, VA 2220		
whose address is:	ang autoten mito, this de		1101 Wilson Ov	vner, LLC
		230 Park Avenue, S New York, NY 1016		
Héreinafter called the Lessor, a	nd the UNITED STATES OF	AMERICA, bereinafter calle	d the Government:	
WHEREAS, the parties here	to desire to amend the ab	oove Lease.		
NOW THEREFORE, these p	arties for the consideration	our hands - A	,	
hereby amended effective	October 5, 2009	as follows:	and agree that the	said lease is
Issued to reflect the annu-	al operating cost escala	tion provided for in the	basic lease agree	ment.
Base (CPI-W-U.\$, CII				
Corresponding Index	9 mg/ (	Sept	2008	214.94
Base Operating Cost		Sept	2009	211.322
% increase in CPI-W				(b) (4)
Annual Increase in O	perating Cost			
Less Previous Escala				
Annual Increase in O	perating Cost Due Lessor			
Offective October 5, 2009	) the 1		(1-) (4)	
The new annual rent is	<ul><li>the annual rent is inc</li><li>\$154,584,63</li></ul>		(b) (4)	
The rent check shall be mad	e navahle to:	payable at the rate of	\$12,882.05	per month, in arrears.
<b></b>	· pajaoto to:	1101 Wilson Owner, I	1.0	
		Monday Properties	نابلا	
i		230 Park Avenue, Sui	t- 500	
		New York, NY 10169-		
			5000	
Il other terms and conditions	of the lease shall remain	in force and effect.		
N WITNESS WHEREOF, the ESSOR: 1101 Wilson Owne	parties subscribed their	names as of the above da	te.	
Trot wison Owne	r, LLC			
				•
Signature)				
			ı	(Titlo)
THE PRESENCE OF				
7	<del></del>			
ignature)			(A	ddress)
NITED STATES OF AMER	ICIA			-
(b) (6)	IGA	··· <del>····</del>		
,		On the second second		
(Signature)	-	Contracting Officer, GS	A.NCR.PBS.Metror	politan Services Division
7,				(Official Title)

General Services administration	Supplemental agreement		DATE   }	
Public Buildings service	No.	7	61512009	
Supplemental lease agreement	to lease no.	GS-11B-01807		
address of premises	1101 Wilson Blvd			
			•	
	Arlington, VA 22209-3906			
THIS AGREEMENT, made and enter	-	1101 Wilson Owner, LLC	)	
whose address is:	c/o Monday Properties			
	230 Park Avenuc Suite 500			
	New York, NY 10169			
Hereinafter called the Lessor, and the UNI	TED STATES OF AMERICA, hereinafter cal	lled the Government:		
WHEREAS, the parties hereto desire	o amend the above Lease.			
NOW THEREFORE, these parties for	the considerations hereinafter covenan	t and agree that the said	lease is	
	31, 2009 as follows:	-		
Issued to reflect the annual operat	ing cost escalation provided for in t	he basic lease agreeme	nt.	
Base (CPI-W-U.S. City Avg)	April	2008	210.70	
Corresponding Index		2009	207.925	
Base Operating Cost Per Leas			(b) (4)	
% Increase in CPI-W				
Annual Increase in Operating (				
Less Previous Escalation Paid				
Annual Increase in Operating C	ost Due Lessor		and the state of t	
7774 (		(b) (4)		
	annual rent is decreased by	(D) (4)		
	,896.91 payable at the rate of	324,574.74 per m	onth.	
The rent check shall be made payabl				
	1101 Wilson Owner, LLC			
	c/o Monday Properties			
	230 Park Avenue Suite 500			
	New York, NY 10169			
A 11 - 45 4		7		
All other terms and conditions of the l	sase shall remain in force and effect.	•		
IN WITNESS WHEREOF, the parties	subscribed their names as of the above	date.		
LESSOR: 1101 Wilson Owner, LLC				
BY				
(Signature)	<del></del>	(Title)	- · · · · · · · · · · · · · · · · · · ·	
		,,,,,,	1	
in the presence of				
_				
(Signature)		(Address		
		•	*	
UNITED STATES OF AMERICA				
(b) (6)				
BY_(	Contracting Officer, GS	SA.NCR.PBS.Metropolita		
(Signature)			(Official Title)	
			İ	

**G8A FORM 276** 

GENERAL SERVIC	ES ADMINISTRATION DINGS SERVICE	SUPPLEMENTAL AGREEMENT	DATE
		No. 8	OCT 30 2009
SUPPLEMENTAL	LEASE AGREEMENT		
		TO LEASE NUMBER: GS-11B-01807	Page 1 of 2
Address of Premises:	1101 Wilson Boulevard Arlington, VA 22209	00 + 10 0 1001	raye I OI Z
THIS AGREEMENT, mad	e and entered into this date b	y and between: 1101 Wilson Owner, LLC	
Whose address is:	c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli		
Hereinafter called the Le	ssor, and the UNITED STATE	S OF AMERICA, hereinafter called the G	overnment.
WHEREAS, the parties he	ereto desire to amend the abo	ove Lease.	
NOW THEREFORE, these Lease is amended upon a	parties for the consideration execution by the Government	ns hereinafter mentioned covenant and a as follows:	igree that the said
2015, by providing written pof termination so long as the Said notice shall be compurights except as set forth in Rent and Additional	of (the "Extended Term"). The Good of the Lessor no later that the Government vacates the entitled from the date of mailing. The GSA Form 3517B included I Rent during Extended Term.	The premises consists of 12 093 BOMA re	ctive as of May 30, ifter the effective date uch effective date. s and no termination
operating expense adjustm with the Lease, payable at adjustments, real estate tax	1, the annual rent shall be \$507 ents and real estate tax adjustn the rate of \$42,325.50 per mont adjustments, and any other ad	rice (the "Premises") on portions of the 8th f 7,906.00 (12,093 BRSF x \$42.00 per BRSF ments over the original base amounts calcu th, in arrears. During the Extended Term, of Iditional rent or additional charges, if any, s mange to the base amounts or base years.	F) plus all accrued lated in accordance
	(continue	d on next page)	
IN WITNESS WHEREOF, t	he parties subscribed their nam	ies as of the above date.	
LESSOR: 1101 Wilson Own (b) (6)			
BY:		Drooklant	
	hony Westreich	President (Title)	
IN THE PRESENCE OF (W)	tnessed hv/v		
-	Signature)	230 Park Ave Sude Q (Address)	7 MYNY 1016)
UNITED STATES OF AMER	RICA		
(b) (6)			
BY: .	% Hairston	Contracting Officer, GSA, NCR, ( Official Title)	
14			
EASTV42543849,6			

## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE NATIONAL CAPITAL REGION

Page 2 of 2

- 3. <u>Condition of Premises</u>. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the
- 4. <u>Commission.</u> Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of (b) (4)

  The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
- 5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$20,925.73 which shall be paid as free rent during the first full month of the Extended Term.
- 6. <u>Payment Obligation</u>. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
- All other terms and conditions of the Lease shall remain in force and effect.

(The Remainder of the Page Left Intentionally Blank)

GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEME	NT		
PUBLIC BUILDINGS SERVICE		No. 9	DATE	,
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO.	GS-11B-01807		
ADDRESS OF PREMISES	1101 Wilson Boulevard			
The second				
THIS ACREEMENT	Arlington, VA 22209			
THIS AGREEMENT, made and enter	ed into this date by and betw	eon 1101 Property Associates,	LLC	
whose address is:	J. M. J. B.			
15.	c/o Monday Properties: Tin	10thy Helmig		
	1000 Wilson Blvd, Suite 70	0		
	Arlington, VA 22209			
Hereinafter called the Lessor, and the UNI	ተደበ ደሞታተያ ርዕ ያያው ነው ነ			
		emafter called the Government:		
WHEREAS, the parties hereto desire t	o amend the above Lease			
NOW THEREFORE, these parties for the hereby amended as follows:	the considerations hereinafter	Covenant and empo that the 13		
hereby amended as follows:		associate and agree that the said is	9ase 18	
Jesued to medicately				
Issued to reflect the annual real est	ate tax escalation provided	for in the basic lease agreemer	nt.	
COMPARISON YEAR		,		
BASE YEAR	2009	\$1,224,940.32		
=	2006	\$838,911.36		
INCREASE	•			
Government Share		\$386,028.96		
Amount Due for Current Year		4.30%		
he Lessor is entitled to a one-time lum	p sum payment in the amount Il be credited in your next 1	\$16,599.25	.25	
	Il be credited in your next in 1101 Property Associates, LI c/o Monday Properties: Timo	\$16,599.25 of \$16,599 ent check to:	.25	
he Lessor is entitled to a one-time lum	If he credited in your next in 1101 Property Associates, LI	\$16,599.25 of \$16,599 ent check to:	.26	
he Lessor is entitled to a one-time lum ayable in arrears. This amount sha	Il be credited in your next i 1101 Property Associates, LI c/o Monday Properties: Timo 1000 Wilson Blvd, Suite 700 Arlington, VA 22209	\$16,599.25  of \$16,599  rent check to:  CC thy Helmig	.25	
he Lessor is entitled to a one-time lum	Il be credited in your next i 1101 Property Associates, LI c/o Monday Properties: Timo 1000 Wilson Blvd, Suite 700 Arlington, VA 22209	\$16,599.25  of \$16,599  rent check to:  CC thy Helmig	.25	
The Lessor is entitled to a one-time lum ayable in arrears. This amount sha	Il be credited in your next in 1101 Property Associates, LI c/o Monday Properties: Timo 1000 Wilson Blvd, Suite 700 Arlington, VA 22209	\$16,599.25  of \$16,599  cent check to:  CC thy Helmig	.25	
The Lessor is entitled to a one-time lum ayable in arrears. This amount shall other terms and conditions of the least WITNESS WHEREOF, the parties su	Ill be credited in your next in the credited in your next in the close of the close of the close of the close of the credited in the credited	\$16,599.25  of \$16,599  cent check to:  CC thy Helmig	.25	
The Lessor is entitled to a one-time lum ayable in arrears. This amount sha	Ill be credited in your next in the credited in your next in the close of the close of the close of the close of the credited in the credited	\$16,599.25  of \$16,599  cent check to:  CC thy Helmig	.25	
The Lessor is entitled to a one-time lum ayable in arrears. This amount shall other terms and conditions of the least WITNESS WHEREOF, the parties su	Ill be credited in your next in the credited in your next in the close of the close of the close of the close of the credited in the credited	\$16,599.25  of \$16,599  cent check to:  CC thy Helmig	.25	
The Lessor is entitled to a one-time lum ayable in arrears. This amount shall other terms and conditions of the least WITNESS WHEREOF, the parties su	Ill be credited in your next in the credited in your next in the close of the close of the close of the close of the credited in the credited	\$16,599.25  of \$16,599  cent check to:  CC thy Helmig	.25	
The Lessor is entitled to a one-time lum ayable in arrears. This amount shall other terms and conditions of the least WITNESS WHEREOF, the parties suppose 1101 Property Associates, L	Ill be credited in your next in the credited in your next in the close of the close of the close of the close of the credited in the credited	\$16,599.25  of \$16,599  cent check to:  C  thy Helmig  fect.  above date.	.25	
The Lessor is entitled to a one-time lum ayable in arrears. This amount shall other terms and conditions of the least WITNESS WHEREOF, the parties supports and the least Section 1101 Property Associates, L.	Ill be credited in your next in the credited in your next in the close of the close of the close of the close of the credited in the credited	\$16,599.25  of \$16,599  cent check to:  CC thy Helmig	.26	
The Lessor is entitled to a one-time lum ayable in arrears. This amount shall other terms and conditions of the least WITNESS WHEREOF, the parties supposed.	Ill be credited in your next in the credited in your next in the close of the close of the close of the close of the credited in the credited	\$16,599.25  of \$16,599  cent check to:  C  thy Helmig  fect.  above date.	.25	
The Lessor is entitled to a one-time lum ayable in arrears. This amount shall other terms and conditions of the least WITNESS WHEREOF, the parties supports and the least Section 1101 Property Associates, L.	Ill be credited in your next in the credited in your next in the close of the close of the close of the close of the credited in the credited	\$16,599.25  of \$16,599  cent check to:  C  thy Helmig  fect.  above date.	.25	
The Lessor is entitled to a one-time lum ayable in arrears. This amount shall other terms and conditions of the least WITNESS WHEREOF, the parties support of the least Section 1101 Property Associatos, I.	Ill be credited in your next in the credited in your next in the close of the close of the close of the close of the credited in the credited	\$16,599.25  of \$16,599  cent check to:  C  thy Helmig  fect.  above date.	.25	
The Lessor is entitled to a one-time lum ayable in arrears. This amount shall other terms and conditions of the least WITNESS WHEREOF, the parties supports and the least Section 1101 Property Associates, L.	Ill be credited in your next in the credited in your next in the close of the close of the close of the close of the credited in the credited	\$16,599.25  of \$16,599  cent check to:  AC  thy Helmig  fect.  above date.  (Title)	.25	
The Lessor is entitled to a one-time lum ayable in arrears. This amount shall other terms and conditions of the least WITNESS WHEREOF, the parties supported in a 1101 Property Associates, I.	Ill be credited in your next in the credited in your next in the close of the close of the close of the close of the credited in the credited	\$16,599.25  of \$16,599  cent check to:  C  thy Helmig  fect.  above date.	.25	
The Lessor is entitled to a one-time lum ayable in arrears. This amount shall other terms and conditions of the least WITNESS WHEREOF, the parties surson: 1101 Property Associates, L. (gnature)  THE PRESENCE OF GREATER OF AMERICA	Ill be credited in your next in the credited in your next in the close of the close of the close of the close of the credited in the credited	\$16,599.25  of \$16,599  cent check to:  AC  thy Helmig  fect.  above date.  (Title)	.25	
The Lessor is entitled to a one-time lum ayable in arrears. This amount shall other terms and conditions of the least WITNESS WHEREOF, the parties supported in a 1101 Property Associates, I.	Ill be credited in your next in the credited in your next in the close of the close of the close of the close of the credited in the credited	\$16,599.25  of \$16,599  cent check to:  AC  thy Helmig  fect.  above date.  (Title)	.25	
The Lessor is entitled to a one-time lum ayable in arrears. This amount shall other terms and conditions of the least with the parties supported by the parties of the parties of the parties of the parties of the parties of the parties of the parties of the parties of the parties of the parties of the parties of the presence of the p	Ill be credited in your next in the credited in your next in the close of the close of the close of the close of the credited in the credited	\$16,599.25  of \$16,599 cent check to:  CO thy Helmig  fect.  above date.  (Title)		
The Lessor is entitled to a one-time lum ayable in arrears. This amount shall other terms and conditions of the least WITNESS WHEREOF, the parties supported in the Property Associatos, L. (1988). The Presence of guature)  HITED STATES OF AMERICA (1988).	Ill be credited in your next in the credited in your next in the close of the close of the close of the close of the credited in the credited	\$16,599.25  of \$16,599 cent check to:  CO thy Helmig  fect.  above date.  (Title)		
The Lessor is entitled to a one-time lum ayable in arrears. This amount shall other terms and conditions of the least with the parties supported by the parties of the parties of the parties of the parties of the parties of the parties of the parties of the parties of the parties of the parties of the parties of the presence of the p	Ill be credited in your next in the credited in your next in the close of the close of the close of the close of the credited in the credited	\$16,599.25  of \$16,599  cent check to:  AC  thy Helmig  fect.  above date.  (Title)		4

GSA FORM 278

STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1D16,601

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

LEASE #GS-11B-00191

THIS LEASE, made and entered into this date between: Nash Street Associates

Whose address is: 1000 Wilson Boulevard

Suite, 700

Arlington, Virginia 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the following described premises:

A total of 47,156 BOMA Rentable Square Feet (RSF) or 41,600 BOMA Office Usable Square Feet (BOUSF) office and related space. Including the entire A level (21,223 RSF/19,085 USF), B level (7,409 RSF/6,663 USF), 5th floor (9,262 RSF/7,926 USF), and the 6th floor (9,262 RSF/7,926 USF), in the building known as 1400 Key Boulevard, Arlington, Virginia 22209

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

TO HAVE AND TO HOLD the said premises with their appurtenances for the SUCCEEDING FIVE (5) YEAR FIRM TERM beginning March 3, 2000, through March 2, 2005, subject to termination and renewal rights as may be hereinafter set forth.

The Government shall pay the Lessor an annual rent of \$977,600 (\$20.73/RSF and \$23.50 BOUSF) at the rate of \$81,466.66 per MONTH in arrears. Rent for a lesser period or lesser space shall be prorated. Rent checks shall be payable to:

> Nash Street Associates 1000 Wilson Boulevard Suite, 700 Arlington, Virginia 22209

The Government's share of tax increases/ decreases and percentage of occupancy for the purpose of computing tax adjustments per the SFO, in Paragraph 2.4 antitled "TAX ADJUSTMENTS" shall be 30.42%. The Governments base costs of services and utilities for the purpose of calculating operating cost escalations as described in the SFO. Paragraph 2.6 antitled "Operating Costs" shall be as indicated on the GSA Form 1217 attached hereto.

The government may terminate this lease at any time by giving at least. \_days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

The Government shall have the right to (1) renewal option for a FIVE-YEAR TERM at an annual rental rate of \$1,227,200 (\$29,50/ RSF and \$26.02/ BOUSF), payable at the rate of \$102,268.66 per Month in arrears. Such rate shall be inclusive of adjusted future operating costs. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term Said notice shall be con ded commencing with the day after the date of mailing.

EXCEPTION TO SF2 APPROVED GSA/IRMS 12D89

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following: EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. The annual rent set forth in paragraph 3 is inclusive of the Lessor providing all Warm Lit Shell requirements including, but not limited to, full compilance with all Fire and Life Safety, full handicapped accessibility compilance, new paint, carpet, and cove base installed throughout the Government demised area. The Lessor shall be responsible for the removal and replacement of traditional furniture. Connect/reconnect of systems furniture is excluded from the Lessor's responsibilities. Normal hours of operation are extended from \_\_7\_\_\_ AM to \_\_6\_ PM daily and Saturdays from \_\_9\_ PM except Sundays and Federal holidays and in accordance with the buildings normal working hours. See paragraph 6.3 of the SFO entitled "NORMAL HOURS". The overtime rate for services and utilities is \$25 per hour, which is a comprehensive rate that does not include personnel costs, for the entire Government demised area. The minimum hours for weekend overtime charged for each usage is 3 hours. See paragraph 6.4 of the SFO entitled "Overtime Usage", All Government owned equipment shall be sub-metered and the cost of utility consumption for such equipment shall be borne by the Government tenant. included in the rent, is a Tenant improvement allowance in the amount of \$0 (\$0.00/ BOUSF). The Government will amortize the Tenant Improvement allowance at an annual Interest rate of 0.0%. The Government reserves the right to deamortize any unused allowance at the rate of 0% interest per annum. The Lessor shall comply with all Fire and Life Safety and handicapped accessibility requirements for all space under this lease. Cleaning is to be performed after tenent working hours. The rate for daytime cleaning is an additional \$ .20 per BOUSF. Within 60 days of Lease execution, the Lessor shall provide the Government with as-built CAD files and drawing per the SFO, paragraphs 3.4 and 3.5. 7. The following are attached and made a part hereof: SOLICITATION FOR OFFERS #99-025, 25 PAGES ATTACHMENT #1, 1 PAGES ATTACHMENT #2 TO THE SOLICITATION FOR OFFERS, 1 PAGE(S) ATTACHMENT #3 TO THE SOLICITATION FOR OFFERS, 2 PAGES ATTACHMENT #5 TO THE SOLICITATION FOF OFFERS, \$ PAGES GSA FORM 1217, LESSOR'S COST STATEMENT, 1 PAGE(S) GSA FORM 3517 GENERAL CLAUSES, 26 PAGE(S) GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS, 4 PAGE(S) FLOORPLAN(S) OF LEASED AREA, 3 PAGE(S) 10. RIDER, 1 PAGE 8. The following changes were made in this lease prior to its execution: Paragraph 4 was deleted in its entirety, IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written, LESSOR: 1000 wilson Blvd. suite 700 IN PRESENCE OF

STANDARD FORM 2 FEBRUARY 1965 EDITION

TATES OF AMERICA

**EXCEPTION TO SF2 APPROVED** 

CONTRACTING OFFICER, GSA, NCR, OPR, RED

STANDARD FORM 2 GENERAL SERVICES ADMINISTRATION

#### US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

MAY 25 2006

LEASE NO.

GS-11B-01862

THIS LEASE, made and entered into this date by and between

Nash Street Property Associates, LLC, by: Rossiyn Holdings LLC, a Delaware limited liability company, its sole member

whose address is

c/o Monday Properties

1000 Wilson Bouleyard, Suite 700

Arlington, Virginia 22209

and whose interest in the property hereinafter described is that of Owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

'A total of 10,606 BOMA rentable square feet (BRSF) of office and related space, consisting of 9,690 BOMA Office area square feet (BOASF). The Premises is comprised of a portion of Level 'C' consisting of two blocks of space (2,343 BRSF /2,141 BOASF and 8,263 BRSF /7,549 BOASF) at 1400 Key Boulevard, Artington, Virginia, 22209. (See Exhibit A for Floor Plan)

- TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 10, 2005 through July 9, 2010, subject to termination and renewal rights as may be hereinafter set forth.
- 3. The Government shall pay the Lessor annual rent as follows: For the period from <u>July 10, 2005</u> through <u>July 9, 2010</u>, \$296,968.00 (\$28.00 per BRSF or \$30.66 per BOASF) at the rate of \$24,747.33 per month in arrears. The rental rates above do not include any cost to the Lessor for providing any tenant improvements or daytime cleaning, which will be paid for separately by the Government from the rent via a Reimbursable Work Authorization (RWA).

Rent checks shall be made payable to Nash Street Property Associates, LLC, c/o Monday Properties, 1000 Wilson Boulevard, Suite 700, Arlington, Virginia 22209

- The Government may terminate this lease, in whole, on or after <u>luly 10, 2009</u> by giving the Lessor at least <u>180</u> days notice in writing.
   No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of melling.
- 5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

One FIVE YEAR TERM \_\_\_\_\_\_ at an annual rentel rate of \_\_\_\_\_\_, at the role of \_\_\_\_\_ monthly in arrears in addition to operating cost adjustments from the original term. The renewal option shall become effective provided written notice of the Government's intent to exercise the option is provided to the Lessor at least 180 days prior to the expiration of the original lease term; all other terms and conditions of this lesso shall remain the came during any renewal term. Said notice shall be computed commencing with the day effective date of mailing.

- 6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
  - A. All services, utilities, alterations, repairs, maintenance, as well as any other rights and privileges stipulated by this Lease and its attachments are included.
- 7. In accordance with SEO Paragraph 3.5 (Operating Costs Base), the Operating Cost is established as (b) (4) which equates to This Operating Cost Base does not include the cost of the Lessor providing daytime cleaning, which will be paid for separately from the rent via an RWA.
- 8. The Lessor shall provide daytime cleaning services for the 8,263 BRSF (7,549 BOASF) portion of the Government leased space (crosshatched and highlighted in Blue on the Floor Plan labeled Exhibit A to this lease). These services shall be provided for an annual cost of \$7,171.55. The cost of these services shall be paid separately from the rental rate outlined in paragraph 3 and 5 of this Standard Form 2 and shall be paid by the Government via an RWA.
- In accordance with SFO Paragraph 3.2 (Tex Adjustment), the percentage of Government occupancy is established as 6.4%. (Based on Government occupancy of 10,606 BRSF and total building area of 164,637 BRSF).



In accordance with SFO Paragraph 3.11 (Adjustment for V and other operating expenses which can be avoided if the BOMA office area equare foot.	/acant Premises), the rate for adjustment for heating and air conditioning Government vacates 50% or more of the leased space shall be \$1.00 per
hour, which is a comprehensive rate, for the entire Govern	the overtime rate for services, and utilities and maintenance is \$30.00 per ament demised area. The overtime rate for services and utilities for the entire Government demised area. The minimum hours
Lessor of (a) (b) (c) Is established as part of the Best and (b) (d) Firm Term (d \)	clon), a cooperative, tenant broker fee due from the Lessor or agent for the d Final Offer dated December 8, 2005 [Gross Rental Rate, net of Tie (Fears) x Broker Fee Percentage No commission shall be paid for a hundred percent (10) (4) If the fee is due and payable within 30 days of Attn: Mr. Brian Adeistein, 161 North Clark Street, Suite 2400, Chicago,
13. The following are attached and made a part hereof: A. Solicitation for Offers No. 04-035 - 38.pages. B. GSA Form 1364 entitled Proposal to Lease Space - 2 g. C. Attachment to GSA Form 1364 - 1 page. D. Attachment 1 entitled Rate Structure - 7 pages, E. Attachment 2 entitled Construction Schedule - 1 page. F. Attachment 3 entitled Scope of Work for DID's and Col. G. Attachment 4 entitled Fire Protection & Life Safety Eval. H. Solicitation for Offers No. 04-035 Amendment #1 dates. I. GSA Form 1217 entitled Lessors Annual Cost Statement. J. GSA Form 3517B entitled General Clauses - 33 pages. K. GSA Form 3518 entitled Representations and Certifica. L. Exhibit A entitled 1400 Key Boulsvard, Level 'C' - Floor.  14. The Government agrees to accept the leased space in it's "Shell or Tenant improvements as part of this lease.	nstruction Schedule Tasks - 2 pages. kuation - 14 pages. d October 12, 2004 - 3 pages. nt - 1 page. dtons - 7 pages.
	·
IN WITNESS WHEREOF, the parties hereto have hereunto subsc LESSOR: NASH STREET PROPERTY ASSOCIATES	cribed their names as of the date first above written.
liability company, its sole member	LLC by: Rosslyn Holdings LLC, a Delaware limited
Philip J. Brannigan, Jr.	(1)
Managing Director	(Signature V
IN THE PRESENCE OF ()	
	. I Feder St. Both, MAUXIN
LESSEE: UNITED STATES OF AMERICA	(Addross)
(b) (6)	
37	T. C. Helrston, Branch Chief/Contracting Officer GENERAL SERVICES ADMINISTRATION
(Oignataire)	(Official title)
	•.



	A Company of the Comp
10.	In accordance with SFO Paragraph 3.11 (Adjustment for Vacant Premises), the rate for adjustment for heating and air conditioning and other operating expenses which can be avoided if the Government vacates 50% or more of the leased space shall be \$1.00 per BOMA office area square foot,
11.	In accordance with SFO Paragraph 7.3 (Overtime Usage), the overtime rate for services, and utilities and maintenance is \$30.00 per hour, which is a comprehensive rate, for the entire Government demised area. The overtime rate for services and utilities for Sundays or holidays is \$30.00 per hour, which is a comprehensive rate, for the entire Government demised area. The minimum hours for weekend usage is 4 hours.
12.	In accordance with SEO Paragraph 1.10 (Broker Commission), a cooperative, tenant broker fee due from the Lessor or agent for the Lessor of (b) (4) as established as part of the Best and Final Offer dated December 8, 2005 [Gross Rental Rate, not of Tis (\$28.00 per BRSF) x BRSF (10,606 BRSF) x Firm Term (4 Years) x Broker Fee Percentage (1.5%)]. No commission shall be paid for any term beyond the four year firm term of this lease. One hundred percent (100%) of the fee is due and payable within 30 days of lease execution. The fee(a) is paid to: Equis Corporation, Attn: Mr. Brian Adelstein, 161 North Clark Street, Suita 2400, Chicago, Illinois 60601.
	The following are attached and made a part hereof:  A. Solicitation for Offers No. 04-035 - 36 pages.  B. GSA Form 1364 entitled Proposal to Lease Space - 2 pages,  C. Attachment to GSA Form 1364 - 1 page.  D. Attachment 1 entitled Rate Structure - 7 pages,  E. Attachment 2 entitled Construction Schedule - 1 page,  F. Attachment 3 entitled Scope of Work for DiD's and Construction Schedule Tasks - 2 pages,  Attachment 4 entitled Fire Protection & Life Safety Evaluation - 14 pages,  Solicitation for Offers No. 04-035 Amendment #1 dated October 12, 2004 - 3 pages,  GSA Form 1217 entitled General Clauses - 33 pages,  J. GSA Form 3518 entitled Representations and Certifications - 7 pages,  Exhibit A entitled 1400 Key Boulevard, Level 'C' - Floor Plan - 1 page,
14.	The Government agrees to accept the leased space in it's "as-is" condition and shall not require the Lessor to complete any Building Shell or Tenant improvements as part of this lease.
	•
INI SAVI	THESO MUEDEAR Ha called bout 1
LESS	TNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.  OR: NASH STREET PROPERTY ASSOCIATES, LLC by: Rosslyn Holdings LLC, a Delaware limited
	issuinty company, its sole member (b) (6)
BY _	Phillip J. Brannigan, Jr.
	Managing Director (Signature
	(6)
	FEREN St. But n. MH UZIO
LESSE	(Signature) (Address)

(Signature)



T. C. Hairston, Branch Chief/Contracting Officer GENERAL SERVICES ADMINISTRATION (Official title)

	ICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT	DATE
	ILDINGS SERVICE	No. 8	OCT 3 0 2009
SUPPLEMENTA	L LEASE AGREEMENT	·	
		TO LEASE NUMBER: GS-11B-01862	Page 1 of 2
Address of Premises:	1400 Key Boulevard Arlington, VA 22209		
THIS AGREEMENT, ma	de and entered into this date b	by and between: Nash Street Property Asso	ociates, LLC
Whose address is:	c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Pisciteili		
Hereinafter called the L	essor, and the UNITED STATE	S OF AMERICA, hereinafter called the G	overnment.
WHEREAS, the parties	hereto desire to amend the abo	ove Lease.	
NOW THEREFORE, then Lease is amended upon	se parties for the consideration a execution by the Government	ns hereinafter mentioned covenant and a t as follows:	igree that the said
30, 2012 by providing writeffective date of termination effective date. Said notice no termination rights exceed.  2. Rent and Addition (BRSF) (9,690 BOMA Off Effective as of July 10, 20 operating expense adjustion with the Lease, payable a adjustments, real estate to	iten notice to the Lessor no later on so long as the Government view shall be computed from the date of as set forth in the GSA Formal Rent during Extended Term. The Area (BOASF)) of office spaces of the annual rent shall be \$40; ments and real estate tax adjustret the rate of \$33,585.67 per money adjustments, and any other according to the rate of \$33,585.67 per money.	overnment may terminate this Lease, effect than September 30, 2011, and no rent sha acates the entire Premises (defined below) to of mailing. The Government shall have r 3517B included in the Lease.  The premises consists of 10,606 BOMA rece (the "Premises") on portions of the Cleve 3,028.00 (10,606 BRSF x \$38.00 per BRSF ments over the original base amounts calculate, in arrears. During the Extended Term, additional rent or additional charges, if any, shange to the base amounts or base years.	Il accrue after the on or before such no renewal rights and intable square feet of the building.  I) plus all accrued lated in accordance operating expense
	(continue	ed on next page)	
N WITNESS WHEREOF,	the parties subscribed their nam	nes as of the above date.	
LESSOR: Nash Street Bu	Associates, LLC		
BY:		Descidant	
	nthony Westreich	<u>President</u> (Tille)	<del></del> .
M THE OPESCHOE OF T	(oignaidie)	230 Park Aug Buik Sta	s, wy my roker
UNITED STATES OF AME	IC Hairston	Contracting Officer, GSA, NCR. (Official Title	
EAST\42543942.5			<u> </u>

### GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE NATIONAL CAPITAL REGION

Page 2 of 2

- 3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
- 4. <u>Commission.</u> Studiey, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studiey, Inc. a cooperating lease commission of \$8,701.50. The Lessor agrees to pay Studiey. Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (1) (4) which shall be due to Studiey, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studiey, Inc.
- 5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$9,239.74 which shall be paid as free rent during the first full month of the Extended Term.
- 6. <u>Payment Obligation</u>. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
- All other terms and conditions of the Lease shall remain in force and effect.

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Lessor\_\_\_\_/Gov

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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		SUPPLEMENTAL AGREEMENT	OCT 3 0 2009
SUPPLEMENTAL LEASE AGREEMENT		No. 14	
OOT I HEITHEIT A	B BENGE AVINERIES	TO LEASE NUMBER: GS-11B-00191	Page 1 of 2
Address of Premises:	1400 Key Boulevard Arlington, VA 22209		
THIS AGREEMENT, ma	de and entered into this date t	by and between: Nash Street Property Ass	sociates, LLC
Whose address is:	c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli		
Hereinafter called the L	essor, and the UNITED STATE	ES OF AMERICA, hereinafter called the C	3overnment.
WHEREAS, the parties	hereto desire to amend the ab	ove Lease.	
NOW THEREFORE, thes Lease is amended upon	se parties for the consideration execution by the Government	ns hereinafter mentioned covenant and it as follows:	agree that the said
2010 through March 2, 20 30, 2012, by providing wr effective date of terminati effective date. Said notic no termination rights exce  2. Rent and Addition (BRSF) (41,600 BOMA O 6th floors of the building. BRSF) plus all accrued op calculated in accordance Term, operating expense	215 (the "Extended Term"). The itten notice to the Lessor no late on so long as the Government vershall be computed from the dept as set forth in the GSA Formal Rent during Extended Term. Iffice Area (BOASF)) of office specificative as of March 3, 2010, the perating expense adjustments as with the Lease, payable at the readjustments, real estate tax adjustments, real estate tax	e term of this Lease for a period of five (5) a Government may terminate this Lease, effort than September 30, 2011, and no rent shreates the entire Premises (defined below ate of mailing. The Government shall have 3517B included in the Lease.  The premises consists of 47,156 BOMA reace (the "Premises") on portions of the Ale he annual rent shall be \$1,791,928.00 (47, not real estate tax adjustments over the origate of \$149,327.33 per month, in arrears. It is sustained to the base of the Lease with no change to the base	fective as of September half accrue after the one or before such no renewal rights and entable square feet evel, B level, 5th and 156 BRSF x \$38.00 per ginal base amounts During the Extended additional charges. If
	(continu	ed on next page)	
N WITNESS WHEREOF,	the parties subscribed their nar	mes as of the above date.	
LESSOR: Nash Street Pro	15 22 / 15 5 - 11 - 11 - 11 - 1		
BY:		Presider	nt
7	nulony vestreich	(Title)	<u></u>
N THE PRESENCE OF	Whospad but	<b>,</b>	
(b) (6)		<b></b>	
		230 Park Aug Sute50	0. KM MM 1069
	(Signature)	(Address)	
INITED STATES OF AM	RICA		
(b) (6)			
N/.			
BY: \	TC Hairston	Contracting Officer, GSA, NCR.	(WP4PRDL)
- H/	LO LIGHTATON	(Official Title	9)
<i>Y</i> /			
1/		•	
E/\\$/1\42543925.6	i e		

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following: EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. a) The annual rent set forth in paragraph 3 is inclusive of the Lessor providing all Warm Lit Shell requirements including, but not limited to, full compliance with all Fire and Life Safety, full handicapped accessibility compliance, new paint, carpet, and cove base installed throughout the Government demised area. The Lessor shall be responsible for the removal and replacement of traditional furniture. Connect/reconnect of systems furniture is excluded from the Lessor's responsibilities. Normal hours of operation are extended from \_\_7\_\_\_ AM to \_\_\_6\_ PM daily and Saturdays from \_\_9\_ PM except Sundays and Federal holidays and in accordance with the buildings normal working hours. See paragraph 6.3 of the SFO entitled "NORMAL HOURS". The overtime rate for services and utilities is \$25 per hour, which is a comprehensive rate that does not include personnel costs, for the entire Government demised area. The minimum hours for weekend overtime charged for each usage is 3 hours. See paragraph 6.4 of the SFO entitled "Overtime Usage". All Government owned equipment shall be sub-metered and the cost of utility consumption for such equipment shall be borne by the Government tenant. included in the rent, is a Tenant improvement allowance in the amount of \$0 (\$0.00/ BOUSF). The Government will amortize the Tenant Improvement allowance at an annual interest rate of 0.0%. The Government reserves the right to deamortize any unused allowance at the rate of 0% interest per annum. The Lessor shall comply with all Fire and Life Safety and handicapped accessibility requirements for all space under this Cleaning is to be performed after tenant working hours. The rate for daytime cleaning is an additional \$ .20 per BOUSF. Within 60 days of Lease execution, the Lessor shall provide the Government with as-built CAD files and drawing per the SFO, paragraphs 3.4 and 3.5. 7. The following are attached and made a part hereof: SOLICITATION FOR OFFERS #99-025, 25 PAGES ATTACHMENT #1, 1 PAGES ATTACHMENT #2 TO THE SOLICITATION FOR OFFERS, 1 PAGE(S) ATTACHMENT #3 TO THE SOLICITATION FOR OFFERS, 2 PAGES ATTACHMENT #5 TO THE SOLICITATION FOF OFFERS, 8 PAGES GSA FORM 1217, LESSOR'S COST STATEMENT, 1 PAGE(S) GSA FORM 3517 GENERAL CLAUSES, 26 PAGE(S) 8. GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS, 4 PAGE(S) 9. FLOORPLAN(S) OF LEASED AREA, 3 PAGE(S) 10. RIDER, 1 PAGE 8. The following changes were made in this lease prior to its execution: Paragraph 4 was deleted in its entirety. IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written. LESSOR BY IN PRESENCE OF

STANDARD FORM 2 FEBRUARY 1965 EDITION **EXCEPTION TO SF2 APPROVED** 

CONTRACTING OFFICER, GSA, NCR, OPR, RED

# STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1D16.601

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

<del>JUN 2-8-2004</del>

LEASE #GS-11B- 01727

THIS LEASE, made and entered into this date between: Nash Street Associates

Whose address is:

c/o Westfield Realty, Inc.

1000 Wilson Boulevard, Suite 700

Arlington, VA 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 25,976 Rentable Square Feet (RSF) or 22,370 Usable Square Feet (BOUSF) of office and related space, consisting of the entire second and third floors and part of the fourth floor at 1400 Key Boulevard, Arlington, VA 22209.

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

- 2. TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE YEAR FIRM term beginning August 1, 2004, and running through July 31, 2009, subject to renewal rights as are hereinafter set forth.
- 3. The Government shall pay the Lessor an annual rent of \$701,299.50 at the rate of \$58,441.63 per month in arrears. This represents \$31.35/USF or \$27.00/RSF. Rent for a lesser period shall be prorated. Operating expense adjustments shall be added or subtracted from this amount as per the Solicitation for Offers. Tax adjustments above the base year shall also be made according to the Solicitation for Offers.
- 4. Rent shall be made payable to:

Westfield Realty Incorporated 1000 Wilson Boulevard, Suite 700 Arlington, VA 22209

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

One FIVE-YEAR TERM at an annual rental rate of \$727,248.70 at the rate of \$60,604.06 monthly in arrears. This represents \$32.51/USF or \$28.00/RSF. To such rate shall be added operating cost adjustments from the original term per SFO 03-018, section 2.4, and such adjustments shall continue to be made during the option term. Base year taxes shall remain in effect and tax adjustments per Paragraph 2.2 shall continue. The renewal option shall become effective provided notice is given in writing to the Lessor at least 180 days before the end of the original lease term; said notice shall commence with the day after the date of mailing. Other terms of the lease shall remain the same during the renewal term.

6. The Lessor shall furnish to the Government the following:

LESSOR GOVT

EXCEPTION TO SF2 APPROVED GSAIRMS 12D89

	<ul> <li>b) No tenant improvement allowance.</li> <li>c) Government percentage of occupancy of 19 estate tax adjustments.</li> <li>d) Base year operating costs of (b) (4)</li> </ul>	5.8 (25,976 RSF + 164,537 RSF) for the purpose of calculating real for the purposes of calculating operating
7.	annum over the remaining term of the lease. No	y agreed to by the parties shall be amortized monthly at 8% per otwithstanding any language in the SFO to the contrary, the rtize more than \$38.30/USF in tenant improvements under this
8.	The Lessor shall correct the following fire code v	riolations within 30 days of lease signing:
	the first, third and fourth floors, per Section:	closet (Stair B side) and in the northeast corner of the machanical
9.	In lieu of a brokerage commission to the Govern to an immediate rent credit of .9 month's rent, or be exercised.	ment's broker for the firm term, the Government shall be entitled No such commission is due should the option term
10.	. In the event the Government, through change of shell, the Lessor shall not be held responsible fol	the build-out or other reason, changes or damages the warm-lit remediation of the warm-lit shell to the specifications in the SFO.
11.	The following are attached and made a part here	of:
	a) Solicitation for Offers #03-018, 35 pages b) Attachment #1, Rate Structure, 6 pages c) Attachment #2, 1 page d) Attachment #3, 2 pages e) Attachment #4, 14 pages f) GSA Form 1217, Lessor's Cost Statement, 1 g) GSA Form 3517, General Clauses, 26 pages h) GSA Form 3518, Representations and Certifi i) Floor plans of Leased Area, 3 pages	
	and General Contractor. Architectural and engine	or and paid for by the Government, the Lessor shall be entitled to ome required by the SFO) for overhead and profit of the Lessor sering fees for the space shall be included in this percentage. It is plant; OH & P for change orders shall be negotiable.
IN V		reunto subscribed their names as of the date first above written.
BY PRI	(b) (6)	BY Authorized Agent
	RESENCE OF _(b) (6)	ADDRESS Arlington, Va. 21209
UNIT	TED STATES OF AMERICA	
BY		CONTRACTING OFFICER, GSA, NCR
TAN	DARD FORM 2 UARY 1986 EDITION	EXCEPTION TO SF2 APPROVED

GENERAL SERVIC	ES ADMINISTRATION	CHOOL CAREATTAL AODERAGAT	T	
PUBLIC BUIL	DINGS SERVICE	SUPPLEMENTAL AGREEMENT	DATÉ	
SUPPLEMENTAL I	EASE AGREEMENT	No. 10	KOV 1 2 2009	
		TO LEASE NUMBER: GS-11B-01727	Page 4 of 2	
Address of Premises:	1400 Key Boulevard	1 00-115-01727	Page 1 of 2	
	Arlington, VA 22209			
THIS AGREEMENT, made	and entered into this date	by and between: Nash Street Property Asso	ociates, LLC	
Whose address is:	c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli			
Hereinafter called the Les	sor, and the UNITED STATI	ES OF AMERICA, hereinafter called the G	overnment.	
WHEREAS, the parties he	reto desire to amend the at	pove Lease,		
NOW THEREFORE, these Lease is amended upon e	parties for the consideration kecution by the Government	ons hereinafter mentioned covenant and a nt as follows:	gree that the said	
September 30, 2012 by provafter the effective date. Said no	rol, 2014 (the "Extended Tell riding written notice to the Le mination so long as the Gove ritice shall be computed from	e term of this Lease for a period of five (5) yearm"). The Government may terminate this Lease root no later than September 30, 2011, and earnment vacates the entire Premises (defined the date of mailing. The Government shall help form 3517B included in the Lease.	no rent shall accrue	
of the building. Effective retriper BRSF) plus all accrued calculated in accordance with pay to the Lessor, within 60 to Term rent not previously paid.	o Area (BOASF)) of office sproactively as of August 1, 200 operating expense adjustment the Lease, payable at the recalendar days following full educations of the Lessor. During the Edditional center additional	The premises consists of 25,976 BOMA releace (the "Premises") on the 2nd, 3rd, and a 29, the annual rent shall be \$987,088.00 (25, ats and real estate tax adjustments over the cate of \$82,257.33 per month, in arrears. The execution of this SLA, a single lump sum pays extended Term, operating expense adjustmentages, if any, shall continue to be made in a presse years.	portion of the 4th floor 976 BRSF x \$38.00 original base amounts Government shall ment for all Extended	
	(continu	ed on next page)		
IN WITNESS WHEREOF, the	parties subscribed their nar	mes as of the above date.		
LESSOR: Nash Street Prope	$\wedge$			
BY:		President		
Anto	ony Westreich	(Title)	· · · · · · · · · · · · · · · · · · ·	
N THE PRESENCE OF With	essed hul-			
(b) (6) (S)	gnalure)	230 Park Au - Suk Do, W (Address)	7 MJ 10167	
UNITED STATES OF AMERI	CA			
(b) (6)				
BY:	Hairelan	Contracting Officer, GSA, NCR, (V	WP4PRDL)	
10	Hairston	(Official Title)		

### GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE NATIONAL CAPITAL REGION

Page 2 of 2

- 3. <u>Condition of Premises.</u> The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
- 4. <u>Commission.</u> Studiey, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studiey, Inc. a cooperating lease commission of (b) (4)

  The Lessor agrees to pay Studiey, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studiey, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studiey, Inc.
- 5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$32,195,52 which shall be paid as free rent during the first full month of the Extended Term.
- 6. <u>Payment Obligation</u>. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
- All other terms and conditions of the Lease shall remain in force and effect.

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GENERAL SERVICES ADMINISTRATION	Supplemental Agreement		DATE
Public buildings service Supplemental lease agreement	No.		7/12/5002
	TO LEASE NO.	OS-11B-00191	· · ·
Address of Premises	Nash Street Bldg 1400 Key Blvd		
	Arlington, VA 22209		
THIS AGREEMENT, made and enter		Nash Street Property Associa	tes LLC
whose address is:	Monday Properties	ware to a short to see a second	<del></del>
	1000 Wilson Blvd, Suite 700		
	Arlington, VA 22209-3906		
Hereinafter called the Lessor, and the UN	ITED STATES OF AMERICA, hereinafter	called the Government;	
WHEREAS the parties havets desire	to amond the about Trees		
WHEREAS, the parties hereto desire	to amend the above Lease.		
NOW THEREFORE, these parties for	the considerations hereinafter covers	ant and surce that the said les	an in
hereby amended as follows:	vas vonskoravnus hereinatwi vorone	ant and agree was the said los	20 10
issued to reflect the annual real e	state tax escalation provided for in	the basic lease agreement.	
		•	
COMPARISON YEAR BASE YEAR	2008	\$447,514.10	
DAGE ISAR	2000	\$221,870.28	
INCREASE		\$226,643.82	
Government Share		30.43%	
Amount Due for Current Year		\$68,663.41	
-			
The Lessor is entitled to a one-time lu	imp airm payment in the emount of	\$68,663.41	
payable in arrears. This amount s	hall be credited in your next rent of		
	, , , , , , , , , , , , , , , , , , , ,		
	Nash Street Property Associates LLC		
	Monday Properties		
	1000 Wilson Blvd Suite 700		
	Arlington, VA 22209-3906		
All other terms and conditions of the l	sage shall remain in force and officer		
	oase suan temant in horse and enect.		
IN WITNESS WHEREOF, the parties	subscribed their names as of the abo	ve date.	
LESSOR: Nash Street Property As			
ay	<del>-</del>		
(Signature)		(17tio)	
in the presence of			
	<del></del>		
(Signature)	•	(essabbA)	<del> </del>
UNITED STATES OF AMERICA			
(b) (b)			
BY:		Controlled Office Co.	OD DDG MATA
		Contracting Officer, GSA.N	Official Title)
		,	~
			GBA FORM 278

General services administration		SUPPLEMENTAL AGREEMENT		DATE JUL 3 1 2009
Public Buildings Service		No.		001 0 1 1000
SUPPLEMENTAL LEASE AGREEMENT		to lease no.	GS-11B-00191	
address of premises		Nash Street Bidg		
		1400 Key Blvd		
		Arlington, VA 22209		
THIS AGREEMENT, made and ente	red into this date by	and between	Nash Street Property As	ssociates LLC
whose address is:		Monday Properties		
		1000 Wilson Blvd, Suite 700		
		Arlington, VA 22209-3906		
Hereinafter called the Lessor, and the UN	ITED STATES OF AME	CRICA, hereinafter called the Gove	rnment:	
WHEREAS, the parties hereto desire	o amend the above	Leaso.		
NOW THEREFORE, these parties for hereby amended effective Mar		nereinafter covenant and agree as follows;	that the said lease is	,
Issued to reflect the annual opera	ting cost escalation	provided for in the basic le	ase agreement.	
Base (CPI-W-U.S. City Avg)		Feb	2000	168.50
Corresponding index		Feb	2009	206,708
Base Operating Cost Per Leas	I o			(b) (4)
% Increase in CPI-W			•	
Annual Increase in Operating	1			
Less Previous Escalation Paid	1			
Annual increase in Operating	Cost Due Lessor			
Effective March 3, 2009 ,the	annual rent is dec	reased by	(b) (4)	
		payable at the rate of	\$106,653,40 per m	onth.
The rent check shall be made payabl		Nash Street Property Associa Monday Properties 1000 Wilson Bivd Suite 700 Arlington, VA 22209-3906	tes LLC	
All other terms and conditions of the	1			
IN WITNESS WHEREOF, the partie		mes as of the above date.		
LESSOR: Nash Street Property As	sociates LLC			
ВУ				
(Signature)		•	(Title)	
in the presence of				
(Signature)	<del> </del>		(Addra)	
			(Addres	
UNITED STATES OF AMERICA (b) (6)  BY (Signature)		Contracting Officer, G	SA,NCR.PBS.Metropolits	an Services Division (Official Title)
				QBA FORM 276

GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT		DATE.	<u> </u>	1
Public Buildings service Supplemental lease agreement	No.		<u> </u>	13	2009
ADDRESS OF PREMISES	Nash Street Bldg	GS-11B-01727		, ,	J
or manager,	1400 Key Blvd				
	Arlington, VA 22209				
THIS AGREEMENT, made and entered		Nash Street Property Associa	ton I I C		
whose address is:	Monday Properties	Mash Ottoet Property Associa	ites LLC		
	1000 Wilson Blvd, Suite 700				
	Arlington, VA 22209-3906				
Hereinafter called the Lessor, and the UNITI	3D STATES OF AMERICA, hereinafte	r called the Government:			
WHEREAS, the parties hereto desire to	amend the above Lease.				
NOW THEREFORE, these parties for the	e considerations hereinafter coven	ant and scree that the said le	ana ta		
hereby amended as follows:	The second secon	and and arter that the said le	986 IS		
Issued to reflect the annual real aster	2-4	.1.1.2			
Issued to reflect the annual real esta	te tax escalation provided for i	1 the basic lease agreement	<b>;.</b>		
COMPARISON YEAR	2008	\$447,514.10			
BASE YEAR	2004	\$271,845.34			
INCREASE					
Government Share		\$175,668.76			
Amount Due for Current Year		. 15.80% \$27,755,66			
		Ψ21,100,00			
The Lessor is entitled to a one-time lump payable in arrears. This amount shal	sum payment in the amount of il be credited in your next rent of Nash Street Property Associates LLC Monday Properties 1000 Wilson Blvd Suite 700	\$27,755.66 check to:			•
	Arlington, VA 22209-3906				
49. 3					
All other terms and conditions of the leas	e shall remain in force and effect.				
N WITNESS WHEREOF, the parties su	bscribed their names as of the above	ve date.			
ESSOR: Nash Street Property Assoc	lates LLC		<del></del>		
Y	_				
(Signature)		(Title)			
n the presence of					
· · · · · · · · · · · · · · · · · · ·					
Signature)		(Address)			
		yrautessy			
INITED STATES OF AMERICA					
(b) (6)					
_ Y-	<del></del>	Contracting Officer, GSA, NO	CR.PBS.1	<u> </u>	
			Official Ti		

GENERAL SERVICES ADMINISTRATION SUPPLEMENTAL AGREEMENT DATE DEC - 6 - 2000 Public buildings service No. 11 SUPPLEMENTAL LEASE AGREEMENT GS-11B-01727 TO LEASE NO. address of Premises Nash Street Bldg 1400 Key Blvd Arlington, VA 22209 THIS AGREEMENT, made and entered into this date by and between Nash Street Property Associates LLC whose address is: Monday Proporties 1000 Wilson Blvd, Suite 700 Arlington, VA 22209-3906 Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease. NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows: Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement. **COMPARISON YEAR** 2009 \$382,878.36 **BASE YEAR** 2004 \$271,845.34 INCREASE \$111,033.02 Government Share 15.80% Amount Due for Current Year \$17,543.22 The Lessor is entitled to a one-time lump sum payment in the amount of \$17,543.22 payable in arrears. This amount shall be credited in your next rent check to: Nash Street Property Associates LLC Monday Properties 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3906 All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date. LESSOR: Nash Street Property Associates LLC 8Y (Signature) (Title) IN THE PRESENCE OF (Signature) (Address) UNITED STATES OF AMERICA Contracting Officer, GSA, NCR, PBS, NoVA (Official Title)

GSA FORM 276

JENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT		
Public Buildings service		ი. გ	PATE 4/29/2009
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO.	GS-11B-01727	<u> </u>
address of premises	Nash Street Bldg	A STATE A STATE A	
	1400 Key Blvd		
Intro Communication	Arlington, VA 22209		
THIS AGREEMENT, made and entered into this c	date by and between	Nash Street Propert	ty Associates LLC
whose address is:	Monday Properties	•	
	1000 Wilson Blvd, Suite 700		
Haveing Row as Hald La Tarray and all the Haven	Arlington, VA 22209-3906		
Hereinafter called the Lessor, and the UNITED STATES C	)F AMERICA, hereinafter called the Gov-	ernment:	
WHEREAS, the parties hereto desire to amend the	above Lease.		
NOW THEREFORE, these parties for the considera	stians haveing for acronant and a sur	., ., ., ., ., ., ., ., ., ., ., ., ., .	
hereby amended effective August 1, 2008	as follows:	e that the said lease is	3
Issued to reflect the annual operating cost esca	lation provided for in the basic $l\epsilon$	ase agreement.	
Base (CPI-W-U.S, City Avg)	July	2007	
Corresponding Index	July	2007 ` 2008	203.70
Base Operating Cost Per Lease	,	2000	216,304 (b) (4)
% Increase in CPI-W			(D) ( <del>4</del> )
Annual Increase in Operating Cost			
Less Previous Escalation Paid			
Annual Increase in Operating Cost Due Lessor			
Effective August 1, 2008 , the annual rent i	de de cuana d'ha	(h) (4)	<u></u>
The new annual rent is \$722,500.11	•	(D) (T)	
The rent check shall be made payable to:	payable at the rate of	béi	r month.
· · · · · · · · · · · · · · · · · · ·	Nash Street Property Associat	+ 1 T //	
	Monday Properties	.68 1110	•
•	1000 Wilson Blvd Suite 700		
	Arlington, VA 22209-3906		
Marit I was a second			
All other terms and conditions of the lease shall rema			
N WITNESS WHEREOF, the parties subscribed the	ir names as of the above date.		
ESSOR: Nash Street Property Associates LLC			
Υ			
Signature)	,		
		(Tit	de)
THE PRESENCE OF			
Signature)		(Addi	resa)
NITED STATES OF AMERICA			•
(b) (6)			
Y			
•	Contracting Officer, GSA	A,NCR,PBS,Metropoli	
(Menter)	•		(Official Title)
		1	

GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT			DATE 5	١	1 ^
PUBLIC BUILDINGS SERVICE		0. 4		<u>5</u>	13	2007
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO.	GS-11B-01862		•		<i></i>
address of premises	Nash Street Bldg 1400 Key Blvd					_
	Arlington, VA 22209					
THIS AGREEMENT, made and entere	into this date by and hatman	Mach Chuat Du				
whose address is:	Monday Properties	Nash Street Pr	operty Associa	tes LLC		
	1000 Wilson Blvd, Suite 700 Arlington, VA 22209-3906					
	Attington, YA 44400-0000					
Hereinafter called the Lessor, and the UNIT	ED STATES OF AMERICA, hereinal	ter called the Gover	nment:			
WHEREAS, the parties hereto desire to	amend the above Lease.					
NOW THEREFORE, these parties for the	ha cannidarations herainafter can	and and amount	المتعدد المتعددة	!a		
hereby amended as follows:	To considerations notelliaries cost	enant and agree e	nat the said ie:	186 18		
Issued to reflect the annual real esta	ate tax escalation provided for	in the basic lea	se agreement	•		
COMPARISON YEAR			Ť			
BASE YEAR	2008 2005	\$447,514.10				
	2000	\$270,931.22				
INCREASE		\$176,582.88				
Government Share		6.40%				
Amount Due for Current Year		\$11,301.30				
All other terms and conditions of the leas		t.				
IN WITNESS WHEREOF, the parties su		ove date.				
ESSOR: Nash Street Property Assoc	ciates LLC	-				
38						
(Signature)			(fitte)	· · · · · · · · · · · · · · · · · · ·		
•			(inter			
n the presence of				P		
(Signature)		(Add	ireas)			•
UNITED STATES OF AMERICA (b) (6)		Contracting O		CR,PBS,)		
			•			

GENERAL SERVICES ADMINISTI	RATION	SUPPLEMENTAL AGREEME	1770		
PUBLIC BUILDINGS SERVICE		1		DATE	
SUPPLEMENTAL LEASE AGREEM	ENT	TO LEASE NO.	No. 6 GS-11B-018	00	
ADDRESS OF PREMISES		Nash Street Bldg	GS-1115-018	62	
		1400 Key Blvd			
		Arlington VA 22200			
THIS AGREEMENT, made a	nd entered into this da	te by and between	M1 Ct	n	
whose address is:		Monday Properties	Nash Street	Property Associates	TTC
		1000 Wilson Blvd, Suite 70	20		
		Arlington VA 99000 2000			
Horeinafter called the Lessor, and	the UNITED STATES OF	AMERICA bereingfier collect the	Sa		
WHEREAS, the parties hereto			ovettiment,		
NOW THEREFORE, these par hereby amended effective	ties for the consideration	ons hereinafter covenant and as	rree that the vaid	Innan in	
hereby amended effective	July 10, 2009	as follows:	,roo made the gala	tease 14	
Issued to reflect the annual	operating cost escala	tion provided for in the basic	10000 0000		
		provided for the pasic	rease agreemen	i	
Base (CPI-W-U.S. City /	Avg)	June	2005		190.10
Corresponding Index	. •	June	2009		210.972
Base Operating Cost Po % Increase in CPI-W	er Lease			C	b) (4)
Annual Increase In Ope	rating Cost				
Less Previous Escalation	on Paid				
Annual Increase In Ope					
Effective July 10, 2009	,the annual rent is	lecreased by	(b) (4)		
The new annual rent is	\$302,702,75	payable at the rate of	(2) (1)		
The rent check shall be made p	ayable to:	lydanis at the 1466 of	\$25,225.23	per month.	
		Nash Street Property Assoc	istas I.I.C		
		Monday Properties	iates DLA		
		1000 Wilson Blvd Suite 700			
		Arlington, VA 22209-3906			
W. at					
All other terms and conditions o	f the lease shall remain	in force and effect.			
N WITNESS WHEREOF, the p	arties subscribed their	waw			
ESSOR: Nash Street Proper	y Associates LLC	names as of the above date.			
•					
Υ					
Signature)	·	•			
- Some atoy				(Title)	
THE PRESENCE OF					
	•				
Signature)					
•				(Address)	<del></del> -
NITED STATES OF AMERIC	A				
(b) (6)					
C.		Contracting Oct.	at Man non-		
(organitate)		Contracting Officer, G	Sa.NCR.PBS.Met		
1				(Officia	l Title)
J					

GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT	D		
PUBLIC BUILDINGS SERVICE		No. 9	DATE 1.1.1.	5
Supplemental lease agreement Address of premises	TO LEASE NO.	GS-11B-01862		
Catherine of Francisco	Nash Street Bldg			
-	1400 Key Blvd			
THIS AGREEMENT, made and ent	Arlington, VA 22209			
hose address is:	Monday Properties	en Nash Street Property Associ	ates LLC	
	1000 Wilson Blvd, Suite 700 Arlington, VA 22209-3906			
ereinafter called the Lessor, and the UN	UTED STATES OF AMERICA, herei	nafter called the Government:		
HEREAS, the parties hereto desire				•
OW THEREFORE, these parties for				
OW THEREFORE, these parties for ereby amended as follows:	the considerations hereinafter o	ovenant and agree that the said le	ase is	
sued to reflect the annual real e	state tay encolation			
	state tax escalation provided i	or in the basic lease agreement		
COMPARISON YEAR	2009	\$382,878.38		
BASE YEAR	2005	\$270,931.22		
INCREASE		•		
Government Share		\$111,947.14		
Amount Due for Current Year		6.40% \$7,164,62		
•				
yable in arrears. This amount sh	Nash Street Property Associates I Monday Properties 1000 Wilson Blvd Suite 700			
	Arlington, VA 22209-3906			
other terms and conditions of the lea	ase shall remain in force and effe	et.		
VITNESS WHEREOF, the parties s	ubscribed their names as of the a	ibnya data		
OR: Nash Street Property Asso	clates LLC	and the same of th		
ature)				
	,	(Tide)	<del></del>	
E PRESENCE OF				
dure)		****		
	Λ	(Address)		
ED STAKES OF AMERICA			7-12-	
		Contracting Officer, GSA NCR	DDG at ver	
1		MANA CHICAL GOA, NCR	. <u>PBS.NoVA</u> icial Title)	
		(OII	iciai 11(10)	
J				GSA FORM 2
				VENIA 2

## STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1D16.601

#### U.S OVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

JUL 14 2003

LEASE #GS-11B- 01637

THIS LEASE, made and entered into this date between Oak Hill Company Whose address is: 1000 Wilson Boulevard, Sulte 700, Arlington, VA 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 10,543 (10,542.602) BOMA Rentable Square Feet (RSF) being 9,338 ANSI BOMA Office Area Square Feet (BOASF), and being a portion of the sixth floor of the building known as 1401 Wilson Boulevard, as noted on the attached floor plan and made part hereof, with the address being 1401 Wilson Boulevard, Arlington, Virginia 22209.

To be used for office and related purposes as determined by the Government.

- TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE (5) YEAR FIRM term beginning on the commencement date determined in accordance with section 2.13 "Construction Schedule of Tenant Improvements" of the SFO, and ending five (5) years later, subject the renewal right hereinafter set forth.
- 3. The Government shall pay the Lessor an annual rent of \$312,916,44 (\$29.68/RSF (\$29.681134) and \$33.51/BOASF (\$33.31 + \$.20 premium for daytime cleaning)) at the rate of \$26,076,37 (\$26,076,365) or MONTH in arrang Rent for large product shall be prorated. The annual rent includes an operating cost base of (b) (4) have considered as a legal improvement allowance of \$186,760.00 (\$20.00/BOASF) at an imputed interest rate of includes the daytime cleaning premium. Rent checks shall be payable to Westfield Realty, Inc., 1000 Wilson Boulevard, Suite 700, Arlington, Virginia 22209. Notwithstanding the foregoing, payment by the Government of the \$20/BOASF, shall be abated entirely.
- The gövernment may terminate this lease at any time by giving at least \_\_\_\_\_\_\_ days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
- 5. This lease may be renewed at the option of the Government, for the following term and at the following rental:

The Government shall have the right to one (1) renewal option for a FIVE-YEAR TERM at an annual rental rate of \$326,923.36 (\$31.01/RSF (\$31.009743) and \$35.01/BOASF [\$34.81+ \$.20 for daytime cleaning]), payable at the rate of \$27,243.62 (\$27,243.615) per month in arrears, plus cumulative operating expense adjustments from the initial lease term. Such rate shall be inclusive of the original operating cost base year and base amount, and base year real estate taxes. Rent shall continue to be adjusted for operating costs escalations as provided in SFO 02-009 section 2.4. and SFO Amendment #1, item 8., PRICE STRUCTURE (SFO section 1.8(G). The Government shall continue to make annual tump sum adjustments for changes in real estate taxes as provided in SFO section 2.2. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

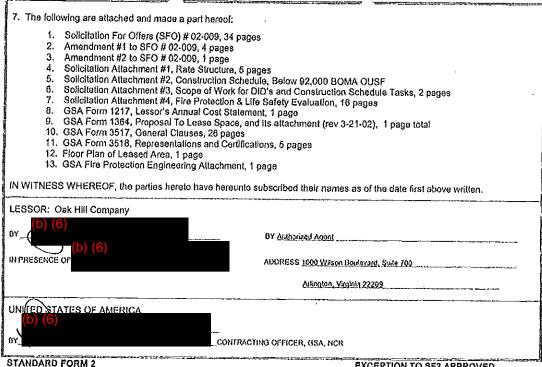
LESSOR OF GOV'T

(rev. 10/10/02)

- 6. The Lessor shall furnish to the Gc iment, as part of the rental consideration, the dowing:
  - EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.
- a) Prior to substantial completion of the leased premises, Lessor shall correct all deficiencies and comply with all recommendations and findings of Attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certifled Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Attachment.
- b) Tenant Improvements: Upon completion of improvements by Lessur and acceptance thereof by the Government, the cost of Improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment emount and revised rent. In the event the total cost of tenant improvements is greater or less than \$20 /BOASF, the rent shall be adjusted accordingly. (See SFO sections 8.0, through 8.3.) Tenant improvements financed by the Government above the initial \$20.00 per BOASF shall be financed at the annual interest rate of fine percent (9.00%). Notwithstanding any provisions of the SFO to the contrary, the Government shall not request the Lessor to provide funding for more than \$357,845.40 (\$38,30 BOASF / \$33.92 BORSF (\$33.923826))) in tenant improvements. Refer to Form 1364, Attachment 1, regarding maximum fees payable by the Government for improvements and change orders. Architecture and Engineering Fees associated with the building shell shall be the Lessor's expense. Architecture and Engineering Fees associated with construction of the Government's tenant improvements shall be at the Government's expense.
- Daylime Cleaning: Lessor shall cause all janitorial work in the Government's space to be performed anytime between 8:30 am and 4:30 pm, Monday through Friday.
- d) Notwithstanding any provision in the lease to the contrary, the parties agree to the rent abatement referenced in section 3 herein, in lieu of a broker commission rebate, and Lessor shall not be flable for a commission rebate to the Government in connection with this lease.
- e) The Government's percentage of occupancy for real estate tax purposes shall be 5.60%, based on 10,543 RSF / 188,288 RSF, subject to confirmation of the total rentable area of the entire building.
- f) The general contractor's total fees for overhead and profit and the Lessor's total construction management fees, for the Tenant Improvements for the Government's space shall be 15%. All of these fees will be paid for out of the Tenant Improvement Allowance.
- g) The HVAC Overtime rate shall be \$30.00 per hour per zone. Commencing on the first anniversary of the Lease Commencement, and continuing each anniversary thereafter, the HVAC Overtime rate shall be increased in accordance with the CPI, and calculated in the same way as operating costs are adjusted in SFO paragraph 2.4 (subparagraphs A, B, C, D & F). In no event shall the HVAC Overtime rate crop below \$30.00 per hour per zone.
- h) Pursuant to Paragraph 2.11 "Adjustment for Vacant Premises" the Adjustment for Vacant Premises shall be negotiated to the extent, if any and when the Government vacates the space and the Lessor is no longer required to provide maintenance and operating services.
- If the Government makes changes to the Construction Drawings inconsistent with the Government approved DID's, the Lessor shall have such time as is reasonable to make the changes. The Government shall bear the cost and additional time resulting from such modifications or changes. The space shall be constructed consistent with the design and construction schedule and information in Atlachments 2 and 3 of the Lease.
- This building is not currently subject to Business Improvement District taxes. However, if the building becomes subject to BID taxes in the future, then the Government will be responsible for paying it's share of the BID taxes.
- k) In accordance with Attachment #1 Rate Structure, the cost for reserved parking during the first year of the lease is \$3,300 per space per year and the cost for unreserved parking for the first year of the tease is \$1,608 per space per year. Commencing on the first anniversary of the Lease Commencement, and continuing each anniversary thereafter, the cost for parking (both reserved and unreserved) shall be increased in accordance with the CPI, and calculated in the same way as operating costs are adjusted in SFO paragraph 2.4 (subparagraphs A, B, C, D & F). In no event shall the cost for parking (either reserved or unreserved) drop below the first years rates.
- Offerors obligation to provide Janitor Closets on each floor shall be met by providing Janitor Facilities on each floor.
- In the case of a conflict between this GSA Standard Form 2 (SF-2) and the balance of the lease, the terms specified in this SF-2 shall govern.

LESSOR GOV'T

(rev. 10/10/02)



**FEBRUARY 1965 EDITION** 

**EXCEPTION TO SF2 APPROVED** 

## STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1D16.601

#### U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

MAR 11 2004

LEASE #GS-11B-01713

THIS LEASE, made and entered into this date between: Oak Hill Company

Whose address is:

c/o Westfield Realty, Inc.

1000 Wilson Boulevard, Suite 700

Arlington, VA 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government,

\*\*\*\*\*

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the following described premises:

A total of 29,016 Rentable Square Feet (RSF) or 25,710 Usable Square Feet (BOUSF) of office and related space, consisting of the entire eighth and ninth floors and six non-reserved garage parking spaces at 1401 Wilson Boulevard, Arlington, VA 22209.

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

 TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE YEAR FIRM term beginning March 2, 2004, and running through March 1, 2009, subject to renewal rights as are hereinafter set forth.

\*\*\*\*\*

- 3. The Government shall pay the Lessor an annual rent of \$792,557.88 at the rate of \$66,046.49 per month in arrears. This represents \$30.83/USF or \$27.31/RSF inclusive of \$9,174.18 for the six parking spaces. Rent for a lesser period shall be prorated. Operating expense and tax adjustments shall be added or subtracted from this amount as per the Solicitation for Offers.
- 4. Rent shall be made payable to:

Westfield Realty Incorporated 1000 Wilson Boulevard, Suite 700 Arlington, VA 22209

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

One FIVE-YEAR TERM at an annual rental rate of \$821,610.18 at the rate of \$68,467.52 monthly in arrears. This represents \$31.96/USF or \$28.32/RSF inclusive of \$9,174.18 for the six parking spaces. To such rate shall be added operating cost adjustments from the original term per SFO 03-018, section 2.4, and such adjustments shall continue to be made during the option term. Base year taxes shall remain in effect and tax adjustments per Paragraph 2.2 shall continue. The renewal option shall become effective provided notice is given in writing to the Lessor at least 180 days before the end of the original lease term; said notice shall commence with the day after the date of mailing. Other terms of the lease shall remain the same during the renewal term.

\*\*\*\*\*

LESSOR\_\_\_\_\_GOVT\_\_\_

	a)	All services, improvements, alterations and utilities define initially included in the lease.	d by this lease. No tenant improvement allowance is	
	b)	Government percentage of occupancy of 15.4% (29,016 real estate tax adjustments.	RSF ÷ 188,288 RSF) for the purpose of calculating	
	d)	Base year operating costs of (b) (4) Six non-reserved official parking spaces at \$1,529.03/yea Correction of all deficiencies identified on the Attachment		
7,	ann 5. i	r tenant improvement allowance subsequently agreed to by turn over the remaining firm term of the lease, and shall be Notwithstanding any language in the SFO to the contrary, to ortize more than \$38.30/USF in tenant improvements unde	added to the annual rent specified in paragraph 3 or he Government shall not require the Lessor to	
8.		Government shall receive an immediate rent credit of \$7, nt not received at the five year point of lease GS-11B-3014		
9.		eu of a commission to the Government's broker for the firm nediate rent credit of .9 month's rent, or \$59,441.83. No co		
10.	The	HVAC overtime rate shall be \$30.00 per hour. A minimur	n of three hours is chargeable for weekend usage.	
11.	The	following are attached and made a part hereof:		
	b) c) d) e) f) g)	Solicitation for Offers #03-018, 34 pages Attachment #1, Rate Structure, 6 pages #C. Attachment #2, 1 page Attachment #3, 2 pages Attachment #4, 14 pages GSA Form 1217, Lessor's Cost Statement, 1 page GSA Form 3517, General Clauses, 26 pages GSA Form 3518, Representations and Certifications, 4 pages Floor plans of Leased Area, 2 pages	ages	
12.		ne event the Government, through change of the build-out II, the Lessor shall not be held responsible for remediation		
13.	20% and	tenant improvements carried out by the Lessor and paid for 6 of the cost of improvements (not including items required General Contractor. Architectural and engineering fees for the percentage shall apply to the initial construction plans; Con	by the SFO) for overhead and profit of the Lessor or the space shall be included in this percentage.	
N'	WITI	NESS WHEREOF, the parties hereto have hereunto subsc	cribed their names as of the date first above written.	
LE	SSOI (b)	R: Oak Hills Company (6)		
BY DD	i Norse	SU NAME & THEE LIMONY HEIMIG, DIF. Of Leasing	BY Authorized Agent PRINTED NAME & TITLE	
		(b) (6)		
!N	PKE	SENCE OF	ADDRESS 1000 Wilson Bouleyard, Suite 700 Arlington, Virginia 22209	_
UN	ITEC	STATES OF AMERICA		
	<b>(b)</b>	(6)		
BY		·	ONTRACTING OFFICER, GSA, NCR	
		RD FORM 2 RY 1965 EDITION	EXCEPTION TO SF2 APPROVED	•

6. The Lessor shall furnish to the Government, as part of the rental consideration:

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES ADMINISTRATION
FPR (41CFR) 1D16.601

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

APR 28 2005

LEASE #GS-11B-01833

THIS LEASE, made and entered into this date between: Oak Hills Company

Whose address is:

c/o Westfield Realty, Inc.

1000 Wilson Boulevard, Suite 700

Arlington, VA 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

 The Lessor hereby leases to the Government a total of 5,436 Rentable Square Feet (RSF), or 4,815 BOMA Usable Square Feet (USF), of office and related space, consisting of 1,241 USF on the 2<sup>nd</sup> floor and 3,574 USF on the 10<sup>th</sup> floor at 1401 Wilson Boulevard, Arlington, VA 22209.

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE YEAR FIRM term beginning with acceptance of the built-out space (see Attachment 2) and ending five years thereafter, subject to renewal rights as are hereinafter set forth.

3. The Government shall pay the lessor an annual rent of \$128,753.10 at the rate of \$10,729.43 per month in arrears. This represents \$26.74/USF or \$23.685265/RSF. Rent for a lesser period shall be prorated. Operating expense and tax adjustments shall be added or subtracted from this amount as per the Solicitation for Offers.

4. Rent shall be made payable to:

Westfield Realty Incorporated 1000 Wilson Boulevard, Suite 700 Arlington, VA 22209

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

One FIVE-YEAR TERM at an annual rental rate of \$157,643.10 at the rate of \$13,136.93 monthly in arrears. This represents \$32,74/USF or \$28,999834/RSF. To such rate shall be added operating cost adjustments from the original term, and such adjustments shall continue to be made during the option term. Base year taxes shall remain in effect and tax adjustments shall continue. The renewal option shall become effective provided notice is given in writing to the lessor at least 180 days before the end of the original lease term; said notice shall commence with the day after the date of malling. Other terms of the lease shall remain the same during the renewal term.

- 6. The lessor shall furnish to the Government, as part of the rental consideration:
  - a) all services, improvements, alterations and utilities defined by this lease, except that no tenant improvement allowance is initially included,

\*\*\*\*

- b) Government percentage of occupancy of 2.9 (5,436 RSF ÷ 188,288 RSF) for the purpose of calculating real estate tax adjustments, and \_\_\_\_\_\_
- base year operating costs of (b) (4) for the purposes of operating cost adjustments.

ESSOR GOVT CONTRACTOR MANAGEMENT

7.	The Government shall be entitled to an immediate rent credit of .9 month's rent, or \$9,656.49.
8.	Provision of the following before acceptance of the built-out space:
	<ul> <li>a) Repair of the stair shaft wall penetrations at the 10<sup>th</sup> floor on the interior side of Stair B,</li> <li>b) Improved sprinkler coverage in the 9<sup>th</sup> floor janitor's closet, and in the B Level mechanical room,</li> <li>c) Removal of the debris and repair of the interior side of the stair in Stair D – Level D,</li> <li>d) Adjustment or replacement of the door in Stair B – 3<sup>rd</sup> Floor so that it closes and latches, and</li> <li>e) Until the 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> floors are remodeled, removal of the utilities from the exit stair enclosures that are not related to fire protection service or heating or lighting, OR installation of a 2-hour separation between the utilities and the exit enclosures, OR installation of automatic sprinklers on these landings.</li> </ul>
8.	Any tenant improvement allowance subsequently agreed to by the parties shall be amortized monthly over the remaining term of the lease at 8% per annum for the first \$20 per USF and 9% for any remaining amount, and shall be added to the annual rent specified in paragraph 3 or 5. Notwithstanding any language in the SFO to the contrary, the Government shall not require the lessor to amortize more than \$38.30/USF in tenant improvements under this lease.
9.	The lessor shall not be liable for a commission to a broker of the Government, for either the firm or option term.
10.	The HVAC overtime rate shall be \$30.00 per hour. A minimum of four hours is chargeable for weekend usage.
11,	The following are attached and made a part hereof:
	a) Solicitation for Offers #04-035, 38 pages b) Attachment #1, Rate Structure, 1 page c) Attachment #2, 1 page d) Attachment #3, 2 pages e) Attachment #4, 16 pages f) Amendment #1 to SFO, 3 pages g) GSA Form 1217, Lessor's Cost Statement, 1 page h) GSA Form 3517, General Clauses, 28 pages i) GSA Form 3518, Representations and Certifications, 4 pages j) floor plans of leased area, 2 pages
12.	For tenant improvements carried out by the lessor but paid for by the Government the lessor shall be entitled to an overhead and profit amount for the lessor and the general contractor of 20% plus \$2.82/USF for architectural fees.
	*****
ΝV	VITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.
.ES	SSOR: Oak Hills Company
•••	(b) (6)
3Y PRI	BY Authorized Agent  NTED HAVE ANTICY TIMOUS TOURING, DIS. OF Leasing PRINTED NAME & TITLE
	PRESENCE OF (b) (6)  ADDRESS Arlington, VA 22209
	TED STATES OF AMERICA

CONTRACTING OFFICER, GSA, NCR

	SUPPLEMENTAL AGREEMENT		DATE	
PUBLIC BUILDINGS SERVICE		0, 6	HAY:3	3.30
SUPPLEMENTAL LEASE AGREEMENT ADDRESS OF PREMISES	TO LEASE NO.	GS-11B-01781	ин то	. 93
ADDINGS TO PROBABILITY TO GOODING	1401 Wilson Blvd Arlington, VA 22009		_	
THIS AGREEMENT, made and entere		O I True D		
whose address is:	Monday Properties	Oak Hills Property Assoc., LLC		
	230 Park Avenue Suite 500			
		20		
	New York- Manhattan, NY 1016	39		
Hereinafter called the Lessor, and the UNIT	ED STATES OF AMERICA, hereinafte	or called the Government:		
WHEREAS, the parties hereto desire to	amend the above Lease.			
NOW THEREFORE, these parties for the hereby amended as follows:	ne considerations hereinafter cove	nant and agree that the said lease	is	
Issued to reflect the annual real est	ate tax escalation provided for	in the basic lease agreement.		
COMPARISON YEAR	nne			
BASE YEAR	2006 2005	\$289,554.04 \$284,670.40		
	2000	\$281,376.18		
INCREASE		\$8,177.86		
Government Share		3.52%		
Amount Due for Current Year  The Lessor is entitled to a one-time lump  payable in arrears. This amount sha	sum payment in the amount of	\$287.86 \$287.86		
1.00	ll be credited in your next rent Oak Hills Property Assoc., I.L.C	28 1262		
The Lessor is entitled to a one-time lump	ll be credited in your next rent	28 1262		
The Lessor is entitled to a one-time lump	ll be credited in your next rent Oak Hills Property Assoc., LLC Monday Properties New York- Manhattan, NY 10169	\$287.86 check to:		
The Lessor is entitled to a one-time lump payable in arrears. This amount sha  All other terms and conditions of the leas	Il be credited in your next rent Oak Hills Property Assoc., LLC Monday Properties New York- Manhattan, NY 10169 se shall remain in force and effect.	\$287.86 check to:		
The Lessor is entitled to a one-time lump payable in arrears. This amount sha	Il be credited in your next rent Oak Hills Property Assoc., LLC Monday Properties New York- Manhattan, NY 10169 se shall remain in force and effect.	\$287.86 check to:		
The Lessor is entitled to a one-time lump payable in arrears. This amount sha  All other terms and conditions of the leas	Il be credited in your next rent Oak Hills Property Assoc., LLC Monday Properties New York- Manhattan, NY 10169 se shall remain in force and effect.	\$287.86 check to:		
The Lessor is entitled to a one-time lump payable in arrears. This amount sha All other terms and conditions of the leas IN WITNESS WHEREOF, the parties suressor: Oak Hills Property Assoc.,	Il be credited in your next rent Oak Hills Property Assoc., LLC Monday Properties New York- Manhattan, NY 10169 se shall remain in force and effect.	\$287.86 check to:		
The Lessor is entitled to a one-time lump payable in arrears. This amount sha All other terms and conditions of the leas IN WITNESS WHEREOF, the parties su LESSOR: Oak Hills Property Assoc., 1	Il be credited in your next rent Oak Hills Property Assoc., LLC Monday Properties New York- Manhattan, NY 10169 se shall remain in force and effect.	\$287.86 check to:		- 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10
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The Lessor is entitled to a one-time lump payable in arrears. This amount sha All other terms and conditions of the leas IN WITNESS WHEREOF, the parties su LESSOR: Oak Hills Property Assoc., 1	Il be credited in your next rent Oak Hills Property Assoc., LLC Monday Properties New York- Manhattan, NY 10169 se shall remain in force and effect.	\$287.86 check to:		-
The Lessor is entitled to a one-time lump payable in arrears. This amount sha All other terms and conditions of the leas IN WITNESS WHEREOF, the parties su LESSOR: Oak Hills Property Assoc., 1	Il be credited in your next rent Oak Hills Property Assoc., LLC Monday Properties New York- Manhattan, NY 10169 se shall remain in force and effect.	\$287.86 check to:		
The Lessor is entitled to a one-time lump payable in arrears. This amount sha All other terms and conditions of the leas IN WITNESS WHEREOF, the parties su LESSOR: Oak Hills Property Assoc., 1	Il be credited in your next rent Oak Hills Property Assoc., LLC Monday Properties New York- Manhattan, NY 10169 se shall remain in force and effect.	\$287.86 check to:		
The Lessor is entitled to a one-time lump payable in arrears. This amount sha All other terms and conditions of the leas IN WITNESS WHEREOF, the parties su LESSOR: Oak Hills Property Assoc., 1	Il be credited in your next rent Oak Hills Property Assoc., LLC Monday Properties New York- Manhattan, NY 10169 se shall remain in force and effect.	\$287.86 check to:		
The Lessor is entitled to a one-time lump payable in arrears. This amount sha All other terms and conditions of the leas IN WITNESS WHEREOF, the parties subjective to the lease of the lea	Il be credited in your next rent Oak Hills Property Assoc., LLC Monday Properties New York- Manhattan, NY 10169 se shall remain in force and effect.	\$287.86 check to:		

GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT		
PUBLIC BUILDINGS SERVICE	1	No. 5	DATE MAY 1 3 2005
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO.	GS-11B-01838	
address of premises	1401 Wilson Blvd		
CDT T A	Arlington, VA 22009		
THIS AGREEMENT, made and entere	d into this date by and between	Oak Hills Property Assoc., LLC	
whose address is:	Monday Properties	Tropotoy House, Mag	
	230 Park Avenue Suite 500		
	New York- Manhattan, NY 10	169	
Hereinafter called the Lessor, and the UNITI	ED STATES OF AMERICA, hereing	fter called the Government	
WHEREAS, the parties hereto desire to		one case the doternment.	
NOW THEREFORE, these parties for the hereby amended as follows:	e considerations hereinafter cov	onant and agree that the said lease is	
issued to reflect the annual real esta	te tax escalation provided for	r in the basic lease agreement	
COMPARISON YEAR		···- · · · · · · · · · · · · · · · · ·	
BASE YEAR	2006	\$289,554.04	
	2005	\$281,376.18	
INCREASE		A0.495	
Government Share @2.14% for 80	days	\$8,177.86	•
Government Share @ 2.88% for 28	5 days	\$38.36 \$480.00	
Amount Due for Current Year	• "	\$183,90 \$222,26	
ayable in arrears. This amount shal	Oak Hills Property Assoc., LLC	t check to:	
	Monday Properties New York- Manhattan, NY 10169		
ll other terms and conditions of the lease			
WITNESS WHEREOF, the parties sub	scribed their names as of the ab	oove date.	
SSOR: Oak Hills Property Assoc., L	LC		
			-
gnature)			
		(Title)	····
THE PRESENCE OF			
gnature)		(Address)	
Marin Call and		(signe coo)	
(b) (6)			
(Signature)	CARL TO THE STATE OF THE STATE	Contracting Officer, GSA, NCR, PB	3.NoVA
(Signaturo)			ficial Title)
		(57)	*******

GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMEN	T	DATE
PUBLIC BUILDINGS SERVICE	1	Vo. 6	
SUPPLEMENTAL LEASE AGREEMENT	to lease no.	GS-11B-01713	
address of premises	1401 Wilson Blvd		
	Arlington, VA 22209		
THIS ACREEMENT, made and entered into this c	late by and between	Oak Hills Property A	ssoc., LLC
whose address is:	c/o Monday Properties, AT	IN Timothy Helming	
	1000 Wilson Blvd, Suite 70	0	
**	Arlington, VA 22209-3906		
Hereinafter called the Lessor, and the UNITED STATES (	OF AMERICA, heroinafter called the G	overnment:	
WHEREAS, the parties hereto desire to amend the	above Lease.		
NOW THE PEROPE ALL			
NOW THEREFORE, these parties for the considera hereby amended effective March 2, 2008	tions hereinafter covenant and ag	ree that the said lease is	
hereby amended effective March 2, 2008	as follows:		
Issued to reflect the annual operating cost esca	lation provided for in the basic	lease agreement.	
Base (CPI-W-U.S. City Avg)	F-L	0007	$\epsilon$
Corresponding Index	Feb Feb	2007	198.54
Base Operating Cost Per Lease	1.60	2008	207.254
% Increase in CPI-W			(b) (4)
Annual Increase In Operating Cost			
Less Previous Escalation Paid			
Annual Increase in Operating Cost Due Lesson	•		
<b></b>		(b) (4)	
Effective March 2, 2008 , the annual rent	-	(D) (4)	
The new annual rent is \$814,059.29	payable at the rate of	\$67,838.27 per	month.
The rent check shall be made payable to:			
	Oak Hills Property Assoc., I		
	c/o Monday Properties, ATT	N Timothy Helming	
	1000 Wilson Blvd Suite 700		
	Arlington, VA 22209-3906		
All other terms and conditions of the lease shall rem	ain in force and effect.		
ENT HARMANDO AND AND AND AND AND AND AND AND AND AND			
IN WITNESS WHEREOF, the parties subscribed the	sir names as of the above date.		
LESSOR: Oak Hills Property Assoc., LLC			
NV.		•	
(6:			
(Signature)		(ISt	le)
n the presence of			
THE THEORY OF			
(Signature)			
to Brut and		(Addi	ess)
JNITED STATES OF AMERICA			
(b) (6)			
BY .	Contracting Officer	ISA,NCR,PBS,Metropoli	ton Gausiaan Disd-2
(C)(guature)	Considering Onicer, C	TOUTHOUT DO'METTO DOIT	tan Services Division (Official Title)
			(Omciai Titie)
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GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMEN	·	
PUBLIC BUILDINGS SERVICE	l l		DATE
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO.	Vo. 6	1 4/20/2009
ADDRESS OF PREMISES	1401 Wilson Blvd	GS-11B-01637	
	Arlington, VA 22209		
THIS AGREEMENT, made and entered into the	as date by and between	A 1 TEU -	
whose address is:		Oak Hills Property	Assoc., LLC
	c/o Monday Properties, ATT 1000 Wilson Blvd, Suite 700	'N Timothy Helming	
	Antinoton III magaa anaa		
Hereinafter called the Lessor, and the UNITED STATE	Arlington, VA 22209-3906		
	as or Amenica, herematter called the Go	overnment:	
WHEREAS, the parties hereto desire to amend t	he ahove Lease		
NOW THEREFORE, these parties for the consident the considence of t	erations hereinafter coverant I		
hereby amended effective January 2, 200	os as follows:	ee that the said lease i	8
, ,			
ssued to reflect the annual operating cost es	scalation provided for in the best a	8	
2	Secure of broaden for the the basic t	ease agreement.	
Base (CPI-W-U.S, City Avg)	D		
Corresponding Index	Dec	2006	197.20
Base Operating Cost Per Lease	Dec	2007	205,777
% Increase In CPI-W			(b) (4)
Annual Increase in Operating Cost			
Less Previous Escalation Paid			
Annual Increase in Operating Cost Due Less	sor		
	,		
effective January 2, 2008 , the annual ren	it is increased by		
ne new annual rent is \$320,908,41	payable at the rate of	(b) (4)	
he rent check shall be made payable to:	pastane at the rate of	\$26,742.37 per	month,
	Oak Hills Property Assoc., LL	0	
,	c/o Monday Properties, ATTN	ON HERE	
	1000 Wilson Blvd Suite 700	rimothy Helming	
4	Arlington, VA 22209-3906		
ll other terms and conditions of the lease shall re	Main in force and offeet		
WITNESS WHEREOF, the parties subscribed t	heir names as of the above date		
SSOR: Oak Hills Property Assoc., LLC	or one above date.		
gnature)	•		
		(Title	e)
THE PRESENCE OF			
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ITED STATES OF AMERICA			
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**	<b>A</b>		
	Contracting Officer, GSA	LNCR.PBS.Metropolita	ın Seryices Division
· / ·			(Official Title)
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GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT		DAT	E 1	<del></del>	
PUBLIC BUILDINGS SERVICE		No. 7		5	13	12009
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO.	GS-11B-01713				1000
address of premises	1401 Wilson Blvd					
	1401 Wilson Blvd					
THIC ACDEEMINE	Arlington, VA 22209					
THIS AGREEMENT, made and ontere whose address is:			ssoc., LLC			<del></del>
whose address is:	c/o Monday Properties: ATT	N Timothy Helming				
	1000 Wilson Blvd, Suite 700					
	Arlington, VA 22209-3906					
liereinafter called the Lessor, and the UNIT	ED STATES OF AMERICA, herei	nafter called the Government:				
WHEREAS, the parties hereto desire to						
MOW BUTTER PROPERTY						
NOW THEREFORE, these parties for the large of the large parties for the large parties fo	ne considerations hereinafter c	ovenant and agree (hat the	said lease is			
Issued to reflect the annual real esta	ate tax escalation provided f	or in the basic lease agre	ement.			
COMPARISON YEAR						
BASE YEAR	2008 2004	\$471,859.30				
	2004	\$276,071.64				
INCREASE		\$195,787.76				
Government Share		15.40%				
Amount Due for Current Year		\$30,151.32				
payable in arrears. This amount sha	Oak Hills Property Assoc., LLC c/o Monday Properties: ATTN Tin 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3900					
All other terms and conditions of the leas		ect.				
N WITNESS WHEREOF, the parties su						
ESSOR: Oak Hills Property Assoc., I	LLC					
Υ						
Signature)						
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Signature)		76.11				
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NITED STATES OF AMERICA			<del></del>	******		
(b) (6)						
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Y _		Contracting Officer, of	OGA MOD DD	CF X7. *1	, ,	
(Signature)					_	ŀ
			(Official	11116)		

GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT		DATE
PUBLIC BUILDINGS SERVICE		o. 7	1 3/13/2009
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO.	GS-11B-01637	
ADDRESS OF PREMISES	1401 Wilson Blvd		
	1401 Wilson Blvd		
CRETICE A CALLETTE CONTROL	Arlington, VA 22209		
THIS AGREEMENT, made and entered		Oak Hills Property Assoc., Ll	LC
whose address is:	clo Monday Properties: ATTN To	imothy Helming	
	1000 Wilson Blvd, Suite 700		
	Arlington, VA 22209-3906		
Hereinafter called the Lessor, and the UNITE	D STATES OF AMERICA, hereinaft	er called the Government:	
WHEREAS, the parties hereto desire to a	amend the above Lease.		
NOW THEREPOOR those parties for the			
NOW THEREFORE, these parties for the hereby amended as follows:	e considerations acrematter cove	nant and agree that the said le	ase is
Issued to reflect the annual real esta	te tax escalation provided for	in the basic lease agreement	·,
COMPARISON YEAR	2008	\$471,859.30	
BASE YEAR	2004	\$276,071,54	
INCREASE		\$195,787.76	•
Government Share		5,60%	
Amount Due for Current Year		\$10,964.11	
·	l be credited in your next rent Oak Hills Property Assoc., LLC c/o Monday Properties. ATTN Timoti 1000 Wilson Blvd Suite 700		
	Arlington, VA 22209-3906		
All other terms and conditions of the leas	e shall remain in force and effect		
N WITNESS WHEREOF, the parties su	bscribed their names as of the ab	ove date	
ESSOR: Oak Hills Property Assoc., I		oro dato.	
•	•		
Y			
(Signature)		(Title)	
n the presence of			
(Signature)		(Address)	
INTERD COLUMNIC OF LATERIAL			
JNITED STATES OF AMERICA			
(b) (6)			
BY _(			
· - (		Contracting Officer, GSA,N	
		(1	Official Title)

GENERAL SERVICES AD PUBLIC BUILDINGS		SUPPLEMENTAL AGREEMENT	DATE				
SUPPLEMENTAL LEASE AGREEMENT		No. <b>∂</b>	NOV -2 2009				
		TO LEASE NUMBER:	D 4 -50				
Address of Premises: 1	401 Wilson Boulevard	GS-11B-01713	Page 1 of 2				
	arlington, VA 22209						
THIS AGREEMENT, made and e	ntered into this date b	y and between: Oak Hills Property Associa	ates, LLC				
230 P New `	fonday Properties Park Avenue, Suite 500 York, NY 10169 Theresa Piscitelli		;				
Hereinafter called the Lessor, a	nd the UNITED STATE	S OF AMERICA, hereinafter called the G	overnment.				
WHEREAS, the parties hereto d	esire to amend the ab	ove Lease.					
NOW THEREFORE, these partie Lease is amended upon executi		ns hereinafter mentioned covenant and a t as follows:	agree that the sald				
1. Extended Term. This SLA is issued to extend the term of this Lease for a period of five (5) years retroactively from March 2, 2009 through March 1, 2014 (the "Extended Term"). The Government may terminate this Lease, effective as of September 30, 2012 by providing written notice to the Lessor no later than September 30, 2011, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.							
(BRSF) (25,710 BOMA Office Are Effective retroactively as of March all accrued operating expense adjaccordance with the Lease, payablessor, within 60 calendar days for not previously paid to the Lessor.	2. Rent and Additional Rent during Extended Term. The premises consists of 29,016 BOMA rentable square feet (BRSF) (25,710 BOMA Office Area (BOASF)) of office space (the "Premises") on the 8th and 9th floors of the building. Effective retroactively as of March 2, 2009, the annual rent shall be \$1,102,608.00 (29,016 BRSF x \$38.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$91,884.00 per month, in arrears. The Government shall pay to the Lessor, within 60 calendar days following full execution of this SLA, a single lump sum payment for all Extended Term rent not previously paid to the Lessor. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the						
:	(continu	ed on next page)					
IN WITNESS WHEREOF, the part	ties subscribed their nar	mes as of the above date.					
LESSOR: Oak Hills Property Asso	ociates, LLC						
(b) (6) BY:	·	Presiden	<b>+</b>				
D1.	Vestreich	(Tille)					
IN(b) (6)	ure)	230 Park Aw Surt (Address)	c500, 44,040/67				
UNITED STATES OF AMERICA	11/1/		, <u></u>				
(b) (6) BY:		Contracting Officer, GSA, NCR,					
		(Official Title	9)				

FASU42543967.5

#### GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE NATIONAL CAPITAL REGION

Page 2 of 2

- 3. <u>Condition of Premises</u>. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
- 4. <u>Commission.</u> Studiey, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studiey, Inc. a cooperating lease commission of \$38,296.07. The Lessor agrees to pay Studiey, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of \$38,296.07, which shall be due to Studiey, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studiey, Inc.
- 5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$40,664.89 which shall be paid as free rent during the first full month of the Extended Term.
- 6. <u>Payment Obligation</u>. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
- 7. All other terms and conditions of the Lease shall remain in force and effect.

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Lessor\_\_\_\_\_FGoV\_\_\_\_

GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT		DATE /
Public buildings service	•	lo. 9	,
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO.	GS-11B-01713	<u></u>
ADDRESS OF PREMISES	1401 Wilson Blvd		
	1401 Wilson Blvd		
THIS AGREEMENT, made and entered	Arlington, VA 22209	A Lifting Day of the Control of the	
whose address is:	c/o Monday Properties: ATTN T	Oak Hills Property Assoc., Ll	LC
	1000 Wilson Blvd, Suite 700	mothy rieming	
	Arlington, VA 22209-3906	•	
	1112200-0000		
Hereinafter called the Lessor, and the UNITE	D STATES OF AMERICA, hereinaf	ter called the Government;	
WHEREAS, the parties hereto desire to	amend the above Lease.		
NOW THEREFORE, these parties for th	e considerations horeinafter cove	enant and agree that the said lea	ase is
hereby amended as follows:		•	
Issued to reflect the annual real esta	te tax escalation provided for	in the basic lease agreement.	
COMPARISON YEAR	2009	\$472,885.54	
BASE YEAR	2004	\$276,071.54	
INCREASE Government Share		\$196,814.00	
Amount Due for Current Year		15.40%	
PHIOGIL Due 101 CHIER 1841		\$30,309.36	
The Lessor is entitled to a one-time lump payable in arrears. This amount shal	sum payment in the amount of l be credited in your next ren	\$30,309.36 t check to:	
	Oak Hills Property Assoc., LLC		
	c/o Monday Properties: ATTN Timot	by Helming	
	1000 Wilson Blyd Suite 700		
	Arlington, VA 22209-3906		
All other terms and conditions of the leas	shall remain in force and effect	t.	
IN WITNESS WHEREOF, the parties sub	oscribed their names as of the al	oove date.	
LESSOR: Oak Hills Property Assoc., L			
37			
(Signature)		(INtle)	
n the presence of			
(Signature)		(Address)	The sales of the s
UNITED STATES OF AMERICA			
(b) (6)			
BY		Contraction Decree Co.	OD DDG M 374
(Signatyfe)		Contracting Officer, GSA,N	1
_	•	(C	Official Title)
			GSA FORM 278

PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEM			
SUPPLEMENTAL LEAGE ACTIONS		No. 9	DATE	31
SUPPLEMENTAL LEASE AGREEMENT ADDRESS OF PREMISES	TO LEASE NO.	GS-11B-01637		·
- Controlled	1401 Wilson Blvd			
	1401 Wilson Blyd			
PHIS AGREEMENT, made and enter	Arlington, VA 22209			
whose address is:	red into this date by and be	tween Oak Hills Property A	ssoc. LLC	<del></del>
	c/o Monday Proporties:	VIIN Timothy Helming		
	1000 Wilson Blvd, Suite	700		
	Arlington, VA 22209-39(	6		
loreinafter called the Lessor, and the UNI	TED STATES OF AMERICA, I	ereinafter called the Course		
VHEREAS, the parties hereto desire t	o amend the above Lease.	anter the dovernment:		
OW THEREFORE, these parties for t ereby amended as follows:	the considerations hereinaft	er covenant and agree that the	said leage is	
sued to reflect the annual real est	ate tax escalation provid	ed for in the basic lease agre	sement.	
COMPARISON YEAR	2009			
BASE YEAR	2009	\$472,885,54		
	2004	\$276,071.54		
INCREASE		\$400.044.00		
Government Share		\$198,814,00		
Government Share Amount Due for Current Year		5.60%		
Amount Due for Current Year  Lessor is entitled to a one-time lump	) sum payment in the amou	5.60% \$11,021.58	58	
Amount Due for Current Year  e Læssor is entitled to a one-time lump yable in arrears. This amount sha	n be credited in your nex	5.60% \$11,021.58 nt of \$11,021 t rent check to:	58	
Amount Due for Current Year  e Lessor is entitled to a one-time lump  yable in arrears. This amount sha	if be credited in your nex Oak Hills Property Assoc., LL	5.60% \$11,021.58 nt of \$11,021 t rent check to:	.58	
Amount Due for Current Year  e Lessor is entitled to a one-time lump yable in arrears. This amount shal	Oak Hills Property Assoc., LL. c/o Monday Properties: ATTN	5.60% \$11,021.58 nt of \$11,021 t rent check to:	.58	
Amount Due for Current Year  c Lessor is entitled to a one-time lump  yable in arrears. This amount shal	Oak Hills Property Assoc., LL: c/o Monday Properties: ATTN 1000 Wilson Blvd Suite 700	5.60% \$11,021.58 nt of \$11,021 t rent check to:	.58	
Amount Due for Current Year  E Lessor is entitled to a one-time lump  yable in arrears. This amount shal	Oak Hills Property Assoc., LLC c/o Monday Properties: ATTN 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3906	5.60% \$11,021.58  nt of \$11,021 t rent check to: C Timothy Helming	.58	
Amount Due for Current Year  E Lessor is entitled to a one-time lump  yable in arrears. This amount shal	Oak Hills Property Assoc., LLC c/o Monday Properties: ATTN 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3906	5.60% \$11,021.58  nt of \$11,021 t rent check to: C Timothy Helming	.58	
Amount Due for Current Year  c Lessor is entitled to a one-time lump yable in arrears. This amount shall ,  other terms and conditions of the lease	Oak Hills Property Assoc., LL: c/o Monday Properties: ATTN 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3906 e shall remain in force and observited the income	5.60% \$11,021.58  Int of \$11,021  trent check to:  C  Timothy Helming  effect.	58	
Amount Due for Current Year  c Lessor is entitled to a one-time lump yable in arrears. This amount shall ,  other terms and conditions of the lease	Oak Hills Property Assoc., LL: c/o Monday Properties: ATTN 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3906 e shall remain in force and observited the income	5.60% \$11,021.58  Int of \$11,021  trent check to:  C  Timothy Helming  effect.	.58	
Amount Due for Current Year  e Lessor is entitled to a one-time lump yable in arrears. This amount shal  ,  other terms and conditions of the lease	Oak Hills Property Assoc., LL: c/o Monday Properties: ATTN 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3906 e shall remain in force and observited the income	5.60% \$11,021.58  Int of \$11,021  trent check to:  C  Timothy Helming  effect.	.58	
Amount Due for Current Year  c Lessor is entitled to a one-time lump yable in arrears. This amount shale  other terms and conditions of the lease VITNESS WHEREOF, the parties sub ion: Oak Hills Property Assoc., L	Oak Hills Property Assoc., LL: c/o Monday Properties: ATTN 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3906 e shall remain in force and observited the income	5.60% \$11,021.58  Int of \$11,021  trent check to:  C  Timothy Helming  effect.	58	
Amount Due for Current Year  c Lessor is entitled to a one-time lump yable in arrears. This amount shall ,  other terms and conditions of the lease	Oak Hills Property Assoc., LL: c/o Monday Properties: ATTN 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3906 e shall remain in force and observited the income	5.60% \$11,021.58  Int of \$11,021  It rent check to:  Crimothy Helming  effect.  The above date.	58	
Amount Due for Current Year  c Lessor is entitled to a one-time lump yable in arrears. This amount shale  other terms and conditions of the lease  VITNESS WHEREOF, the parties sul son: Oak Hills Property Assoc., L	Oak Hills Property Assoc., LL: c/o Monday Properties: ATTN 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3906 e shall remain in force and observited the income	5.60% \$11,021.58  Int of \$11,021  trent check to:  C  Timothy Helming  effect.	58	
Amount Due for Current Year  c Lessor is entitled to a one-time lump yable in arrears. This amount shale  other terms and conditions of the lease VITNESS WHEREOF, the parties sub ion: Oak Hills Property Assoc., L	Oak Hills Property Assoc., LL: c/o Monday Properties: ATTN 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3906 e shall remain in force and observited the income	5.60% \$11,021.58  Int of \$11,021  It rent check to:  Crimothy Helming  effect.  The above date.	58	
Amount Due for Current Year  c Lessor is entitled to a one-time lump yable in arrears. This amount shale  other terms and conditions of the lease  VITNESS WHEREOF, the parties sul son: Oak Hills Property Assoc., L	Oak Hills Property Assoc., LL: c/o Monday Properties: ATTN 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3906 e shall remain in force and observited the income	5.60% \$11,021.58  Int of \$11,021  It rent check to:  Crimothy Helming  effect.  The above date.	58	
Amount Due for Current Year  c Lessor is entitled to a one-time lump yable in arrears. This amount shale  other terms and conditions of the lease  VITNESS WHEREOF, the parties sul son: Oak Hills Property Assoc., L	Oak Hills Property Assoc., LL: c/o Monday Properties: ATTN 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3906 e shall remain in force and observited the income	5.60% \$11,021.58  Int of \$11,021  It rent check to:  Claimothy Helming  effect.  He above date.  (Title)	58	
Amount Due for Current Year  e Lessor is entitled to a one-time lump yable in arrears. This amount shall  other terms and conditions of the lease  VITNESS WHEREOF, the parties subson: Oak Hills Property Assoc., L.  Mure)  E PRESENCE OF	Oak Hills Property Assoc., LL: c/o Monday Properties: ATTN 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3906 e shall remain in force and observited the income	5.60% \$11,021.58  Int of \$11,021  It rent check to:  Crimothy Helming  effect.  The above date.	58	
Amount Due for Current Year  c Lessor is entitled to a one-time lumpy yable in arrears. This amount shall be amount shall be a condition of the lease of the parties and conditions of the lease of the parties and conditions. Oak Hills Property Assoc., Lance)  Atture)	Oak Hills Property Assoc., LL: c/o Monday Properties: ATTN 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3906 e shall remain in force and observited the income	5.60% \$11,021.58  Int of \$11,021  It rent check to:  Claimothy Helming  effect.  He above date.  (Title)	58	
Amount Due for Current Year  c Lessor is entitled to a one-time lump yable in arrears. This amount shall  cother terms and conditions of the lease  VITNESS WHEREOF, the parties aut Son: Oak Hills Property Assoc., L.  Mure)  E PRESENCE OF	Oak Hills Property Assoc., LL: c/o Monday Properties: ATTN 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3906 e shall remain in force and observited the income	5.60% \$11,021.58  Int of \$11,021  It rent check to:  Claimothy Helming  effect.  He above date.  (Title)	58	
Amount Due for Current Year  c Lessor is entitled to a one-time lump yable in arrears. This amount shall  cother terms and conditions of the lease  VITNESS WHEREOF, the parties aut Son: Oak Hills Property Assoc., L.  Mure)  E PRESENCE OF	Oak Hills Property Assoc., LL: c/o Monday Properties: ATTN 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3906 e shall remain in force and observited the income	5.60% \$11,021.58  Int of \$11,021  It rent check to:  Claimothy Helming  effect.  He above date.  (Title)		

GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMEN	ira	
Public Buildings Service	1	үт No. 10	DATE
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO.	GS-11B-01781	
Address of Premises	1401 Wilson Blvd	GD-11D-01101	
	Arlington, VA 22209		
THIS AGREEMENT, made and entered into this	late by and between	Oak Hills Proper	ty Assoc IIC
whose address is:	c/o Monday Properties, AT	TN Timothy Helmine	ry Maade., DEC
			5
	1000 Wilson Blvd, Suite 70	00	
	Arlington, VA 22209-3906		
Hereinaster called the Lessor, and the UNITED STATES	OF AMERICA, horeinafter called the	Government:	
WHEREAS, the parties hereto desire to amend the			
NOW BURDENARD A			
NOW THEREFORE, these parties for the considera hereby amended effective March 18, 2009	tions hereinafter covenant and as	gree that the said leas	se is
nereby amended effective March 18, 2009	as follows:		
Issued to reflect the annual operating cost esca	lation provided for in the basic	c lease agreement.	•
Base (CPI-W-U.S. City Avg)	<b>5.1</b> .		
Corresponding Index	February	2005	187.30
Base Operating Cost Per Lease	February	2009	206.708
% Increase In CPI-W			(b) (4)
Annual Increase In Operating Cost			
Less Previous Escalation Paid			***************************************
Annual Increase in Operating Cost Due Lesson	•		\$3,921,34 (a)
			(B) (4)
Effective March 18, 2009 , the annual rent i	s increased by	(b) (4)	
The new annual rent is \$167,890.52	payable at the rate of	\$13,990.88	per month.
The rent check shall be made payable to:		•	
	Oak Hills Property Assoc., I	TC	
	c/o Monday Proporties, ATT	N Timothy Helming	
	1000 Wilson Blvd Suite 700		
	Arlington, VA 22209-3906		
All other terms and conditions of the lease shall rema	in in force and offeet		
To the second control of the second control	ти потсе анд енесе.		
N WITNESS WHEREOF, the parties subscribed the	ir names as of the above date		
ESSOR: Oak Hills Property Assoc., LLC	and the second difference of the second differ		
. , .,			
Υ			
Signature)			encil.
			(Title)
THE PRESENCE OF			
The same of the sa			
Signaturo)			Address)
		٧	rantosi
NITED STATES OF AMERICA			
(b) (6)			
Y	Contracting Officer, G	SANCR PBS Metror	politan Services Division
(Signature)			(Official Title)
			(0

GSA FORM 278

Carrier III			
GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT		DATE
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO.	. 11	
ADDRESS OF PREMISES	1401 Wilson Blvd	GS-11B-01781	
	Arlington, VA 22009		
THIS AGREEMENT, made and entere		Oak Hills Property Assoc., LLC	
whose address is:	Monday Properties	Oak Illio i Topotty (100001, 1110	
	230 Park Avenue Suite 500		
	New York- Manhattan, NY 10169	<i>ž</i>	
	71011	,	•
Hereinafter called the Lessor, and the UNIT	ED STATES OF AMERICA, hereinafter	called the Government:	
WHEREAS, the parties hereto desire to	amend the above Lease.		
NOW THEREFORE, these parties for the hereby amended as follows:	he considerations hereinafter coven	ant and agree that the said lease is	ı
Issued to reflect the annual real est	ate tax escalation provided for i	n the basic lease agreement.	•
COMPARISON YEAR	2000	M170 AAF F1	
BASE YEAR	2009 2005	\$472,885,54 \$281,376,16	
	2000	9201,370,10	
INCREASE		\$191,509.38	
Government Share		3.52%	
Amount Due for Current Year		\$6,741.13	
payable in arrears. This amount sha	Oak Hills Property Assoc. LLC Monday Properties New York- Manhattan, NY 10169	3404 35.	
All other terms and conditions of the lea	se shall remain in force and effect.		
IN WITNESS WHEREOF, the parties st	showthad their names of the sta	1 .	
LESSOR: Oak Hills Property Assoc.,	TY A	ve date.	
Spoon Our Hills I Lobots's Useson's	BLC		
BY			
(Signature)	•	(Title)	
		<b>\</b>	
n the presence of			
•			
(Signature)		(Address)	
UNITED STATES OF AMERICA			
(b) (6)			
3Y L		Contracting Officer, GSA, NCR, P	PBS NoVA
(Signeflure)			Official Title)
/		`	,522,5102 110107

(CDAPPET CONTROL OF THE CONTROL OF T			
GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEM		DATE
PUBLIC BUILDINGS SERVICE		No. 11	
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO.	GS-11B-00202	
Address of premises	1401 Wilson Blvd		
	Arlington, VA 22209		
			-
THIS AGREEMENT, made and entered i	nto this date by and between	Oak Hills Property Ass	oc., LLC
whose address is:	c/o Monday Properties, A	ATTN Timothy Helming	
	1000 Wilson Blvd, Suite	700	
	Arlington, VA 22209-390		
Hereinafter called the Lessor, and the UNITED	STATES OF AMERICA, hereinafter called the	Government:	
WHEREAS, the parties hereto desire to as	mend the above Lease.	•	
NOW THEREFORE, these parties for the	considerations hereinafter covenant and	agree that the said lease is	
hereby amended effective July 2, 2		allege time time some some so	
	= <del></del>		
Issued to reflect the annual operating	cost escalation provided for in the bas	sic lease agreement.	
	<u>*************************************</u>	NA ADMIN MARDOMOTER,	
Base (CPI-W-U.S. City Avg)	June	2000	169.20
Corresponding Index	June	2009	210.972
Base Operating Cost Per Lease	- ****	2000	(b) (4)
% Increase in CPI-W			
Annual Increase in Operating Cost			
Less Previous Escalation Paid			\$85,821,47
Annual Increase In Operating Cost C	Due Lessor		(b) (4)
• •			
Effective July 2, 2009 , the ann	ual rent is decreased by	(b) (4)	
The new annual rent is \$1,776,3		\$148,032.20 per n	41.
The rent check shall be made payable to:	payable as site tase of	draoinnavan her m	ionth,
The source of the se with half and to.	Oak Hills Property Assoc	. 110	
	c/o Monday Properties, A	<del>-</del>	
ı	1000 Wilson Blvd Suite 7		
	Arlington, VA 22209-3900	3	
3.35 · · · · · · · · · · · · · · · · · · ·			
All other terms and conditions of the lease	shall remain in force and effect.		
Manual Companies of the companies of the			
IN WITNESS WHEREOF, the parties subs			
LESSOR: Oak Hills Property Assoc., LL	·C		
BY			i
(Signature)		(Title)	
n the presence of			
	•		
			İ
(Signature)		(Address	
Λ		Munte	5) .
UNITED STATES OF AMERICA			
(p) (e)			
33	Ø 1 12 00Y	and then process	
	Contracting Officer	r, GSA.NCR.PBS.Metropolita	1
, , , , , , , , , , , , , , , , , , , ,			(Official Title)

GENERAL SERV PUBLIC BU	ICES ADMINISTRATION ILDINGS SERVICE	SUPPLEMENTAL AGREEMENT	DATE
SUPPLEMENTA	L LEASE AGREEMENT	No. 12	NOV -2 2009
	L LENGT AGNILIMENT	TO LEASE NUMBER: GS-11B-00202	Page 1 of 2
Address of Premises:	1401 Wilson Boulevard Arlington, VA 22209	00 7.15 00202	rage 1 012
THIS AGREEMENT, ma	de and entered into this date	by and between: Oak Hills Property Associ	lates, LLC
Whose address is:	c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli		
Hereinafter called the L	essor, and the UNITED STATE	ES OF AMERICA, hereinafter called the G	overnment.
WHEREAS, the parties I	nereto desire to amend the ab	ove Lease.	
NOW THEREFORE, thes Lease is amended upon	e parties for the consideratio execution by the Governmen	ens hereinafter mentioned covenant and it as follows:	agree that the said
2012 by troy 1, 2016 (the 2012 by troy try 1, 2016) the 2012 by troy troy date of termination so long date. Said notice shall be termination rights except at 2.  Rent and Addition (BRSF) (57,576 BOMA Of and 10th floors of the build per BRSF) plus all accrued calculated in accordance valuated in ac	notice to the Lessor no later that as the Government vacates the computed from the date of mains set forth in the GSA Form 35 all Rent during Extended Term. fice Area (BOASF)) of office spling. Effective as of July 2, 201 disperating expense adjustment with the Lease, payable at the radiustments, real estate tax artists.	te term of this Lease for a period of five (5) y term of this Lease, effective as an September 30, 2011, and no rent shall act entire Premises (defined below) on or beiling. The Government shall have no renew 17B included in the Lease.  The premises consists of 65,003 BOMA reace (the "Premises") on portions of the B leace (the "	s of September 30, corue after the effective fore such effective al rights and no entable square feet vel, 2nd through 6th, 65,003 BRSF x \$38.00 original base amounts additional ebergan if
	(continue	ed on next page)	
IN WITNESS WHEREOF,	the parties subscribed their nar	nes as of the above date.	
LESSOR: Oak Hills Proper BY:	ty Associates, LLC y Westreich	President (Tillo)	
/ /	'Signature)	230 Park Aug Sicite 500 (Address)	, Wy, ay 10169
JNITED STATES OF AME (b) (6) BY:	RICA C/Hajpston	Contracting Officer, GSA, NCR, ( (Official Title	
EAST 42543958.5			

- 3. <u>Condition of Premises</u>. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
- 4. <u>Commission.</u> Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not rater than thirty (30) days after receipt of an invoice from Studley, Inc.
- 5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$57,176.50 which shall be paid as free rent during the first full month of the Extended Term.
- Lessor's Relocation Right. If the Government exercises its termination right set forth in Paragraph 1 above, the Lessor shall have the right (the "Lessor's Relocation Right") to relocate the Government from the premises currently leased at 1101 Wilson Boulevard, Rosslyn, VA under Lease No. GS-11B-01954 and/or Lease No. GS-11B-01991 (the "Vacated Premises") to the Premises under this Lease (i.e., Lease No. GS-11B-00202) (the "Relocation Premises") by providing written notice to the Government not earlier than September 30, 2011 and not later than March 31, 2012. If the Lessor exercises the Lessor's Relocation Right, the Government's occupancy of the Relocation Premises shall be on the same terms and conditions as previously governed its occupancy of the Vacated Premises and in "like for like" space as currently exists under GS-11B-01954 and/or GS-11B-01991, as applicable, except that: (i) the annual base rental rate for the Relocation Premises shall be the annual rent (i.e., base rent plus accrued additional rent) in effect at the time of such relocation under Lease No. GS-11B-01954 and/or Lease No. GS-11B-01991, as applicable, less \$4,00/BRSF; (ii) the operating expense base and real estate tax base shall be revised to be equivalent to the pro rata actual operating expense and real estate taxes in effect at the Relocation Premises during the 12 months immediately prior to the effective date of such relocation but operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made without interruption; (iii) the Government's new percentage of occupancy in the Relocation Premises shall apply; (iv) the Lessor shall provide a relocation allowance in the amount of \$40.00 per BOASF X the total BOASF of the Vacated Premises to the Government to be used for the costs of preparing the Relocation Premises for the Government's occupancy which shall be accomplished in accordance with the terms and conditions of the SFO applicable to the Vacated Premises; and (v) the Lessor will effect such relocation at no cost to the Government. The parties shall promptly negotiate and execute the appropriate documentation for the relocation, including, if necessary a Novation Agreement.
- 7. <u>Payment Obligation</u>. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
- 8. All other terms and conditions of the Lease shall remain in force and effect.

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Lessor Gov

General Services administration Public Buildings Service		SUPPLEMENT	'AL AGREEMENT	DATE , I	·
SUPPLEMENTAL LEASE AGREEMENT		N	o. 13	61	5/20
address of premises	1401 Wilson Blvd	TO LEASE NO.	GS-11B-01883		
	Arlington, VA 22209				
THIS AGREEMENT, made and entered	into this date by and between	Oak Hillo Pro	perty Associates, LI	<del></del>	
whose address is:	, masswood	Monday Prop 280 Park Ave	operty Associates, Li erties enue Suite 600 anhattan, NY 10169	æ	
Hereinafter called the Lessor, and the UNITED	STATES OF AMERICA, hereinafte				
WHEREAS, the parties hereto desire to a					
NOW THEREFORE, these parties for the					
hereby amended effective May 9,	2009 as follows:	ant and agree th	at the said lease is		
issued to reflect the annual operating	cost escalation provided for i	n the basic lease	e agreement,		
Base (CPI-W-U	.S. City Avg)	Anr	0007		
Corresponding	index	Apr Apr	2007 2008	210.698 207.925	
Base Operating % increase in C	Cost Per Lease		(b	) (4)	
	e in Operating Cost				
Less Previous	Escalation Paid				
Annual Increase	e in Operating Cost Due Lessor				
ffective May 9, 2009 , the annual r he new annual rent is \$131,391 he rent check shall be made payable to:	rent is decreased by ,20 payable at the rate of	(\$437.82) f \$10,949.27	per month.		
	Oak Hills Property Associa Monday Properties	ites, LI.C			
	230 Park Avenue Suite 500 New York-Manhattan, NY				
ll other terms and conditions of the lease s		10109			
WITNESS WHEREOF, the parties subsc					
SSOR: Oak Hills Pro	perty Associates, LLC	e date.			
gnature)		7	77.4	····	
The presence of		(	Title)		
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goature)					
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ITED STATES OF AMERICA (b) (6)			<u></u>		
are.					
(mgastate)	Contracti	ng Officer, GSA.N	ICR.PBS.Metropolita (Officia	in Services Di il Title)	<u>vision</u>
4	•			/	

PUBLIC BUILDINGS SERVICE	Supplemental Agree		DATE	•,
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO.	No. 13	l l	ï
ADDRESS OF PREMISES	1401 Wilson Blvd	GS-11B-00202		
	1401 Wilson Blvd			
70.00	A 40			
THIS AGREEMENT, made and enter	ed into this data by and b			
	and the by and be	otween Oak Hills Property Ass	oc., LLC	
whose address is:	clo Monday Day			
	230 Park Avenue, Suite	ATTN: Theresa Piscatelli	•	
	altition and traction of the	#500		
	New York, NY 10169			
Hereinafter called the Lessor, and the Hour	Pi) emampo on			
Hereinafter called the Lessor, and the UNIT	BO STATES OF AMERICA, 1	ereinafter called the Government:		
WHEREAS, the parties hereto desire to	comoudate to			
the state to	amend the above Lease.			
NOW THEREFORE, these parties for the creby amended as follows:				
creby amended as follows:	ne considerations hereinaft	er covenant and agree that the sa	id lagge :	
ssued to reflect the annual real esta PC# 16039002	oto Aomana Sara			
PC# 16039002	ite tax escalation provid	ed for in the basic lease agrees	nant	
		and a section and a section	uent,	
COMPARISON YEAR				
BASE YEAR	2009	\$472,885.54		
	2000	\$256,376.06		
INCREASE		7230/070.00		
PERCENTAGE OF GOVERNMENT	0.000	\$216,509.48		
AMOUNT DUE TO LESSOR	OCCUPANCY	34.52%		
TO LLOSON		\$74,739.07		
e Lessor is entitled to a constitution		11 ([1 44.6]		
e Lessor is entitled to a one-time lump : yable in arrears. This amount chall	sum payment in the amou	nt of	<b>.</b>	
yable in arrears. This amount shall	be paid with your next	er of \$74,73 rent check.	9.07	
, ,	Oak Hills Property Assoc. LL(	;		
C	Oak Hills Property Assoc. LL0 O Monday Properties, ATI	W. 191		
2 2	/o Monday Propertics, ATT 30 Park Avenue, Suite #50	W. 191		
2 2	o Monday Properties ATT	W. 191		
c. 2 N	/o Monday Propertics, ATT 30 Park Avenuc, Suite #50 lew York, NY 10169	'N; Theresa Piscatelli 0		
c. 2 N	/o Monday Propertics, ATT 30 Park Avenuc, Suite #50 lew York, NY 10169	'N; Theresa Piscatelli 0		
2 N Other terms and conditions of the lease :	/o Monday Properties, AT1 30 Park Avenue, Suite #50 lew York, NY 10169 shall remain in force and e	'N: Theresa Piscatelli 0 flect.		
other terms and conditions of the lease:	/o Monday Properties, AT 30 Park Avenue, Suite #50 lew York, NY 10169 shall remain in force and e	'N: Theresa Piscatelli 0 flect.		
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other terms and conditions of the lease:	/o Monday Properties, AT 30 Park Avenue, Suite #50 lew York, NY 10169 shall remain in force and e	'N: Theresa Piscatelli 0 flect.		
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other terms and conditions of the lease:  VIPNESS WHEREOP, the parties substick. Oak Hills Property Assoc., LL  ature)  E PRESENCE OF	/o Monday Properties, AT 30 Park Avenue, Suite #50 lew York, NY 10169 shall remain in force and e	N: Theresa Piscatelli 0 flect. e above date.		
other terms and conditions of the lease of the lease of the lease of the lease of the parties substitute of the parties of the parties of the parties of the lease of the parties of the parties of the parties of the lease of the parties of the par	/o Monday Properties, AT 30 Park Avenue, Suite #50 lew York, NY 10169 shall remain in force and e	N: Theresa Piscatelli 0 flect. e above date.		
other terms and conditions of the lease:  VITNESS WHEREOP, the parties substone.  OR: Oak Hills Property Assoc., LL  ature)  B PRESENCE OF	/o Monday Properties, AT 30 Park Avenue, Suite #50 lew York, NY 10169 shall remain in force and e	N: Theresa Piscatelli 0 flect. e above date.		
other terms and conditions of the lease:  VITNESS WHEREOP, the parties substitute.  OR: Oak Hills Property Assoc., LL  ature)  EPRESENCE OF	/o Monday Properties, AT 30 Park Avenue, Suite #50 lew York, NY 10169 shall remain in force and e	N: Theresa Piscatelli  flect e above date.  (Title)		
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other terms and conditions of the lease:  VITNESS WHEREOP, the parties substitute.  OR: Oak Hills Property Assoc., LL  ature)  EPRESENCE OF	/o Monday Properties, AT 30 Park Avenue, Suite #50 lew York, NY 10169 shall remain in force and e	N: Theresa Piscatelli  flect e above date.  (Title)		
other terms and conditions of the lease:  VITNESS WHEREOP, the parties substitute.  OR: Oak Hills Property Assoc., LL  ature)  EPRESENCE OF	/o Monday Properties, AT 30 Park Avenue, Suite #50 lew York, NY 10169 shall remain in force and e	N: Theresa Piscatelli  flect e above date.  (Title)		
other terms and conditions of the lease:  VITNESS WHEREOP, the parties substitute.  OR: Oak Hills Property Assoc., LL  ature)  EPRESENCE OF	/o Monday Properties, AT 30 Park Avenue, Suite #50 lew York, NY 10169 shall remain in force and e	N: Theresa Piscatelli  floct. e above date.  (Title)		
other terms and conditions of the lease:  VITNESS WHEREOP, the parties substitute.  OR: Oak Hills Property Assoc., LL  ature)  EPRESENCE OF	/o Monday Properties, AT 30 Park Avenue, Suite #50 lew York, NY 10169 shall remain in force and e	N: Theresa Piscatelli  flect e above date.  (Title)	СR, PBS, NoVA (Official Title)	

GSA FORW 276

	CES ADMINISTRATION LDINGS SERVICE	SUPPLEMENTAL AGREEMENT	DATE
		No. 7 14	
SUPPLEMENTAL	LEASE AGREEMENT	TO LEASE NUMBER:	<u> </u>
		GS-11B-01833	Page 1 of 2
Address of Premises:	1401 Wilson Boulevard Arlington, VA 22209		
THIS AGREEMENT, mad	le and entered into this date i	by and between: Oak Hills Property Associ	ates, LLC
Whose address is:	c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli		
Hereinafter called the Lo	essor, and the UNITED STATE	ES OF AMERICA, hereinafter called the G	overnment.
WHEREAS, the parties I	nereto desire to amend the ab	ove Lease.	
NOW THEREFORE, thes Lease is amended upon	e parties for the consideratio execution by the Governmen	ons hereinafter mentioned covenant and a nt as follows:	agree that the said
through May 8, 2015 (the 2012 by providing written date of termination so long date. Said notice shall be termination rights except a	"Extended Term"). The Goverr notice to the Lessor no later that g as the Government vacates the computed from the date of mains set forth in the GSA Form 35		s of September 30, corue after the effective fore such effective al rights and no
(BRSF) (4,815 BOMA Off building. Effective as of N accrued operating expens accordance with the Leas expense adjustments, rea	ice Area (BOASF)) of office spa flay 9, 2010, the annual rent sha se adjustments and real estate to e, payable at the rate of \$17,21 If estate tax adjustments, and are with the terms of the Lease with	The premises consists of 5,436 BOMA renote (the "Premises") on portions of the 2nd a fall be \$206,568.00 (5,436 BRSF x \$38.00 per ax adjustments over the original base amount 4,00 per month, in arrears. During the Exteny other additional rent or additional charges the change to the base amounts or base your on next page)	and 10th floors of the er BRSF) <u>plus</u> all into calculated in inded Term, operating s, if any, shall continue
IN WITNESS WHEREOF,	the parties subscribed their na	mes as of the above date.	
LESSOR: Oak Hills Prope	Ity Associates, LLC		
BY:	ntnony Westreich	Presiden (Title)	<u>t</u>
IN THE PRESENCE OF A	whoesed by):		Transfer of the Control of the Contr
(b) (6)	(Signature)	230 Park Ave - Suite . (Address)	500, W, W/10169
UNITED STATES OF AMI	ERICA		
(b) (6)		Contracting Officer, GSA, NCR,	
	TO Hairston	(Official Title	"

#### GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE NATIONAL CAPITAL REGION

Page 2 of 2

- 3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
- 4. <u>Commission.</u> Studiey, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studiey, Inc. a cooperating lease commission of Lessor agrees to pay Studiey. Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studiey, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studiey, Inc.
- 5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$5,096.07 which shall be paid as free rent during the first full month of the Extended Term.
- 6. <u>Payment Obligation</u>. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
- 7. All other terms and conditions of the Lease shall remain in force and effect.

(The Remainder of the Page Left Intentionally Blank)

Lessor\_\_/Gov

GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT		DATE	050	· · · ·	2000
PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT		0. 15	<u> </u>	DEC	17	20G9
ADDRESS OF PREMISES	TO LEASE NO. 1401 Wilson Blvd	GS-11B-01833	<del></del>	<del></del>		
The state of the s	1401 Wilson Blvd					
	Arlington, VA 22009					
THIS AGREEMENT, made and entere		Oak Hills Property Assoc., LLC				
	with the way by but better	Our Time Property Assoc., LEC				
whose address is:	Monday Properties					
	230 Park Avenue Suite 500					
	New York- Manhattan, NY 1016	9				
Hereinafter called the Lessor, and the UNIT	ED STATES OF AMERICA, hereinaft	er called the Government:				
evirence and a second	•					
WHEREAS, the parties hereto desire to	amend the above Lease.					
MOM AMERICAN COLOR OF A COLOR OF						
NOW THEREFORE, these parties for the	he considerations hereinafter cover	nant and agree that the said lease	is			
hereby amended as follows:						
Issued to reflect the annual wall act	nto tou oppoletion married a 3 Com	See at the second				
Issued to reflect the annual real est. RPC# 16039002	ate tax escatation provided for	m the basic lease agreement.				
COMPARISON YEAR	2009	\$472,885.54				
BASE YEAR	2005	\$281,376.18				
		,==,,,				
INCREASE		\$191,509,36				
PERCENTAGE OF GOVERNMEN	T OCCUPANCY	2.88%				
AMOUNT DUE TO LESSOR		\$5,515.47				
The Lessor is entitled to a one-time lump payable in arrears. This amount sha	p sum payment in the amount of Il be paid with your next rent o	\$5,515.47 heck:				
	Oak Hills Property Assoc., LLC					
	Monday Properties					
	230 Park Avenue Suite 500					
	New York- Manhattan, NY 10169					
All other terms and conditions of the leas	se shall remain in force and effect.					
N WITHINGO WILDDING I	F 2 10 4	•				
N WITNESS WHEREOF, the parties su ESSOR: Oak Hills Property Assoc.	ibscribed their names as of the abo	ove date.				
ESSOR: Oak Hills Property Assoc.,	LLC					·
ΥΥ	•					
(Signature)		(Title)		-		
		(1119)				
n the presence of						
,						
Signature)	<del>-</del>	(Address)		-		
UNITED STATES OF AMERICA					••••	
(b) (6)						
152						
γ <sub></sub> γ <sub>-</sub>	·	Contracting Officer, GSA, NCR	PBS, Real	Estate	Adm	in.
(Signatu/e)			Official Titl		-	
l					GSA	FORM 276

STANDARD FORM 2 FEBRUARY 1965 EDITION **GENERAL SERVICES ADMINISTRATION** FPR (41CFR) 1D16.601

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

LEASE #GS-11B-00202

THIS LEASE, made and entered into this date between: Oak Hills Company

Whose address is: c/o 1000 Wilson Boulevard

Stilte, 700

Arlington, Virginia 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties horeto for the considerations hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the following described premises:

A total of 65,003 BOMA Rentable Square Feet (RSF) or 57,576 BOMA Office Usable Square Feet (BOUSF) office and related space. including the entire B level (7,730 RSF/6,847 USF), 2nd floor (6,309 RSF/5,588 USF), 3rd floor (14,513 RSF/12,855 USF), 4th floor (14,513 RSF/12,855 USF), 5th floor (14,513 RSF/12,855 USF), 6th floor (4,137 RSF/3,664 USF) and the 10th floor (3,288 RSF/2,912 USF) in the building known as 1401 Wilson Boulevard, Arlington, Virginia 22209

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

- TO HAVE AND TO HOLD the said premises with their appurtenances for the SUCCEEDING FIVE (5) YEAR FIRM TERM beginning July 2, 2000, through July 1, 2005, subject to termination and renewal rights as may be hereinafter set forth.
- The Government shall pay the Lessor an annual rent of \$1,353,036 (\$20.81/RSF and \$23.50 BOUSF) at the rate of \$112,753 per MONTH in arrears. Rent for a lesser period or lesser space shall be prorated. Rent checks shall be payable to:

Oak Hills Company 1000 Wilson Boulevard Suite, 700 Arlington, Virginia 22209

The Government's share of tax increases/ decreases and percentage of occupancy for the purpose of computing tax adjustments per the SFO, in Paragraph 2.4 entitled "TAX ADJUSTMENTS" shall be 34.2%. The Governments base costs of services and utilities for the purpose of calculating operating cost escalations as described in the SFO. Paragraph 2.6 entitled "Operating Costs" shall be as indicated on the GSA Form 1217 attached hereto.

The government may terminate this lease at any time by giving at least \_\_\_\_\_\_ days notice in writing to the Lesser and no rental and in the distribution of the first purpose of the first profile and first profile of the distribution of

This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

The Government shall have the right to (1) renewal option for a FIVE-YEAR TERM at an annual rental rate of \$1,698,492.00 (\$29.50/ RSF and \$26.12/ BOUSF), payable at the rate of \$141,541 per Month in arrears. Such rate shall be inclusive of adjusted future operating costs. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days. before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the samo during any renewal term. Said notice shall be computed commencing with the day after the date of mailing,

EXCEPTION TO SF2 APPROVED GSA/IRMS 12D89

6. Th∈	Lessor shall furnish to the Government, as part of the rental consideration, the following:
	PT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, IRS, AND UTILITIES AS DEFINED BY THIS LEASE.
a) b)	The annual rent set forth in paragraph 3 is inclusive of the Lessor providing all Warm Lit Shell requirements including, but not limited to, full compliance with all Fire and Life Safety, full handicapped accessibility compliance, new paint, carpet, and cove base installed throughout the Government demised area. The Lessor shall be responsible for the removal and replacement of traditional furniture. Connect/reconnect of systems furniture is excluded from the Lessor's responsibilities. Normal hours of operation are extended from7 AM to6 PM dally and Saturdays from9 AM to1 PM except Sundays and Federal holidays and in accordance with the buildings normal working hours. See paragraph 6.3
(c)	of the SFO entitled "NORMAL HOURS". The overtime rate for services and utilities is \$25 per hour, which is a comprehensive rate that does not include personnel costs, for the entire Government demised area. The minimum hours for weekend overtime charged for each usage is 3 hours. See paragraph 6.4 of the SFO entitled "Overtime Usage". All Government owned equipment shall be sub-metered and the cost of utility consumption for such equipment shall be
d)	borne by the Government tenant. Included in the rent, is a Tenant Improvement allowance in the amount of \$0 (\$0.00/ BOUSF). The Government will amortize the Tenant Improvement allowance at an annual interest rate of 0.0%. The Government reserves the right to do-
e)	amortize any unused allowance at the rate of 0% interest per annum.  The Lessor shall comply with all Fire and Life Safety and handicapped accessibility requirements for all space under this
f) g)	lease. Cleaning is to be performed after tenant working hours. The rate for daytime cleaning is an additional \$ .20 per BOUSF. Within 60 days of Lease execution, the Lessor shall provide the Government with as-built CAD files and drawing per the SFO, paragraphs 3.4 and 3.5.
7. The	following are attached and made a part hereof:
	<ol> <li>SOLICITATION FOR OFFERS #99-025, 25 PAGES</li> <li>ATTACHMENT #1, 1 PAGES</li> <li>ATTACHMENT #2 TO THE SOLICITATION FOR OFFERS, 1 PAGE(S)</li> <li>ATTACHMENT #3 TO THE SOLICITATION FOR OFFERS, 2 PAGES</li> </ol>
	5. ATTACHMENT #5 TO THE SOLICITATION FOF OFFERS, PAGES PAGES COST STATEMENT, 1 PAGE(S)
	7. GSA FORM 3517, GENERAL CLAUSES, 26 PAGE(S) 8. GSA FORM 3518 PREPRESENTATIONS AND CERTIFICATIONS, 4 PAGE(S) 9. FLOORPLAN(S) OF LEASED AREA, 5 PAGE(S) 10. RIDER, 1 PAGE
8. The	following changes were made in this lease prior to its execution: Paragraph 4 was deleted in its entirety.
IN WIT	NESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.
LESSC (b)	
IN PRE	(b) (6)  BY Timothy H. Helmi6, Vier President  1000 wilson Blut. Suite 700  ADDRESS ARlinGlon, Va. 22209
UNT	OCT THE OF AMERICA 1 1
BY	_CONTRACTING OFFICER, GSA, NCR, OPR, RED
	ARD FORM 2 EXCEPTION TO SF2 APPROVED ARY 1965 EDITION
_51107	HILL IVER BEILINGS

### GENERAL SERVICES ADMINISTRATION SUPPLEMENTAL AGREEMENT DATE PUBLIC BUILDINGS SERVICE No. 8 KGV 1 8 2009 SUPPLEMENTAL LEASE AGREEMENT TO LEASE NUMBER: GS-11B-01637 Page 1 of 2 Address of Premises: 1401 Wilson Boulevard Arlington, VA 22209 THIS AGREEMENT, made and entered into this date by and between: Oak Hills Property Associates, LLC Whose address is: c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government. WHEREAS, the parties hereto desire to amend the above Lease. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows: Extended Term. This SLA is issued to extend the term of this Lease for a period of five (5) years retroactively from January 2, 2009 through January 1, 2014 (the "Extended Term"). The Government may terminate this Lease, effective as of September 30, 2012 by providing written notice to the Lessor no later than September 30, 2011, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease. Rent and Additional Rent during Extended Term. The premises consists of 10,543 BOMA rentable square feet (BRSF) (9,338 BOMA Office Area (BOASF)) of office space (the "Premises") on the 6th floor of the building. Effective retroactively as of January 2, 2009, the annual rent shall be \$400,634.00 (10,543 BRSF x \$38.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$33,386.17 per month, in arrears. The Government shall pay to the Lessor, within 60 calendar days following full execution of this SLA, a single lump sum payment for all Extended Term rent not previously paid to the Lessor. During the Extended Term, operating expense adjustments, real estate tax adjustments. and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years. (continued on next page) IN WITNESS WHEREOF, the parties subscribed their names as of the above date. LESSOR: Oak Hills Property Associates, LLC President Anthony Westreich (Title) IN THE PRESENCE OF (with essed by) 230 Park Alue-Suite 500, Ny, Ny/10/69 (Address) UNITED STATES OF AMERICA BY: Contracting Officer, GSA, NCR, (WP4PRDL)

(Official Title)

TC Hairston

# GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE NATIONAL CAPITAL REGION

Page 2 of 2

- 3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
- 4. <u>Commission.</u> Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of (b) (4)

  The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not rate than thirty (30) days after receipt of an invoice from Studley, Inc.
- 5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$15,463.40 which shall be paid as free rent during the first full month of the Extended Term.
- 6. <u>Payment Obligation</u>. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
- 7. All other terms and conditions of the Lease shall remain in force and effect.

(The Remainder of the Page Left Intentionally Blank)

Lessor\_/Gov GO

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT	DATE
	No. g	OCT 3 0 2009
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NUMBER:	
Address of Premises: 1501 Wilson Boulevard	GS-11B-01814	Page 1 of 2
Address of Premises: 1501 Wilson Boulevard Arlington, VA 22209		
THIS AGREEMENT, made and entered into this date by	y and between: Art Property Associates, L	LC
Whose address is:  c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli		
Hereinafter called the Lessor, and the UNITED STATES	G OF AMERICA, hereinafter called the Go	overnment.
WHEREAS, the parties hereto desire to amend the abo	ve Lease.	
NOW THEREFORE, these parties for the consideration Lease is amended upon execution by the Government	s hereinafter mentioned covenant and a as follows:	gree that the said
1. Extended Term. This SLA is issued to extend the through April 4, 2016 (the "Extended Term"). The Government providing written notice to the Lessor no later than April 4, 2 termination so long as the Government vacates the entire Finotice shall be computed from the date of mailing. The Government as set forth in the GSA Form 3517B included in the except as set forth in the GSA Form 3517B included in the Rent and Additional Rent during Extended Term. To (BRSF) (2,246 BOMA Office Area (BOASF)) of office space Effective as of April 5, 2011, the annual rent shall be \$98,98 operating expense adjustments and real estate tax adjustments with the Lease payable at the rate of \$2,240,17 as a part to the second state tax and the second state tax adjustments.	rent may terminate this Lease, effective as 2014, and no rent shall accrue after the effective as Premises (defined below) on or before such vernment shall have no renewal rights and Lease.  The premises consists of 2,605 BOMA rents of the "Premises") on a portion of the 12th for 190.00 (2,605 BRSF x \$38.00 per BRSF) plus the over the original base amounts and the second state of the plus over the original base amounts and the second state over the original base amounts and the second state of the sec	of April 4, 2015 by ective date of neffective date. Said no termination rights able square feet floor of the building.
with the Lease, payable at the rate of \$8,249.17 per month, adjustments, real estate tax adjustments, and any other additionable in accordance with the terms of the Lease with no characteristics.	In arrears. During the Extended Term, op	12
	ł on next page)	ē
IN WITNESS WHEREOF, the parties subscribed their name	es as of the above date.	
LESSOR: Art Property Associates, LLC		
BY:	President	
Anthony Westreich	(Title)	
IN THE PRESENCE OÉ (witnessed by):		
( Signature)	230 Park Ave Suit 500 (Address)	Ny NY 10169
UNITED STATES OF AMERICA	(Address)	
(b) (6)		
BY:/	Contracting Officer COA NOD 44	10.10001
t/C Hairston	Contracting Officer, GSA, NCR, (V (Official Title)	/P4PROL)
$\mathcal{V}$		
15.381142543895.5		

## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE NATIONAL CAPITAL REGION

Page 2 of 2

- 3. <u>Condition of Premises.</u> The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
- 4. <u>Commission</u> Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of (b) (4) The Lessor agrees to pay Studley Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not rater than thirty (30) days after receipt of an invoice from Studley, Inc.
- 5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$4,078.39 which shall be paid as free rent during the first full month of the Extended Term.
- 6. <u>Payment Obligation</u>. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
- 7. All other terms and conditions of the Lease shall remain in force and effect.

(The Remainder of the Page Left Intentionally Blank)

Lessor\_\_\_\_\_\_\_ Gov\_\_\_\_\_

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES ADMINISTRATION
(FPR 41 CFR) 1D16.601

#### U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

APR 1 4 2005

LEASE # GS-11B-01814

THIS LEASE, made and entered into this date between ART ASSOCIATES

Whose address is: c/o

Westfield Realty, Inc.

1000 Wilson Boulevard, Suite 700

Arlington, VA 22209

And whose interest in the property hereinafter described is that of LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby lesses to the Government the following described premises:

A total of 2,605 Boma Rentable Square Feet (RSF) [equivalent to 2,246 Ansi Boma Office Area Square Feet (BOASF)] being a portion of the 12th floor (suite 1225) in the office building located at 1501 Wilson Boulevard, Arlington VA 22209 to be used for OFFICE AND SUCH RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit A - Floor plan of leased premises).

- TO HAVE AND TO HOLD the said premises with their appurenances for the FIVE (5) YEAR FIRM term beginning on the commencement date determined in accordance with section 2.13 "Construction Schedule of Tenant Improvements" of the SFO.
- 3. The Government shall pay the Lessor an annual rent of \$57,789.58 (\$22.18 /RSF and \$25.73/BOASF) at the rate of \$4.815.80 per month in arrears.

  Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of the last payment of the first nine-tenths (.9) and base year real estate taxes. Notwithstanding the foregoing, payment by the Government of the first nine-tenths (.9) month's rent, which is equal to \$4,334.22 shall be abated entirely, in accordance with section 6.c herein. Payment of CPI increases in operating cost and adjustments for real estate taxes shall be made by the Government in accordance with the \$FO#03-018. Rent checks shall be made payable to: Westfield Realty Inc., 1000 Wilson Boulevard, Suite 700, Arlington, VA. 22209.

The Government's percentage of occupancy for real estate tax purposes shall be 2.13% based on 2,605 RSF/122,128 RSF.

- 4.—The Government may terminate this lease at any time by giving at least \_\_\_\_day's notice in writing to the Lessor and no rental \_\_\_\_shall accuse after the effective date of termination.—Said notice shall be computed commencing with the day after day the date of \_\_\_\_mailing.
- 5. The Government shall have the right to one (1) renewal option for a five (5) year term at an annual rental rate of \$71,265.58 (\$27.35723/RSF aud \$31.73/BOASF), at the rate of \$5,938.80 per month in arrears, plus cumulative operating expense adjustments from the initial lease term. Such rate is inclusive of the original operating cost base year and base year real estate taxes. Rent shall continue to be adjusted for operating cost escalations as provided in SFO 03-018 section 2.4. The Government shall continue to make an annual lump sum adjustment for change in real estate taxes as provided in SFO section 2.2. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term. All other terms and conditions of this lease shall remain the same during the renewal term. Said notice shall be computed commencing with the day after the date of mailing.

LESSOR OOVITA

- 6. The Lessor shall furnish to the Government, as part of the rental consideration, the following: EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.
  - a) FIRE & LIFE SAFETY: As a condition of lease commencement, within 90 days after execution of this lease, Lessor shall correct all deficiencies and comply with all recommendations and findings of the attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report.
  - b) TENANT IMPROVEMENTS: The Government's rent does not include an amortized Tenant Improvement Allowance. All cost for tenant improvements will be paid by the Government via lump sum payment.
  - c) Pursuant to paragraph 1.11 "Brokerage Commission" in lieu of a commission to the Government's broker the Government shall be entitled to and immediate rent credit of .9 month's rent, which equals \$4,334.22.
  - d) Pursuant to paragraph 6.2 & 6.3 of the SFO: Utilities and maintenance will be provided daily, extending from 7:00 am to 7:00 pm, Monday through Friday and 8:00 am to 4:00pm on Saturday excluding Sundays and federal holidays. The rate for overtime HVAC service to the premises governed by this lease shall be \$30.00 per hour, beyond Normal Hour Schedule, for a minimum of 4 (four) hours which includes engineering fees on Sundays and Holidays. These rates shall escalate in a manner consistent with, the Operating Cost Escalation, in paragraph's (2.4 & 2.5) of the SFO.
  - e) If the Lessor initiates a successful tax appeal, any tax reduction due to the government will be not of the Government's percentage of occupancy share of the Lessor's reasonable and actual out-of-pocket costs of the appeal for the period of time appealed (not to exceed 25%) of any one-year appealed assessment.
- 7. The following are attached and made a part hereof:
  - 1) SOLICITATION FOR OFFERS (SFO) #03-018, 35 PAGES
  - AMENDMENT #1 TO SFO #03-018, 2 PAGES
  - 3) ATTACHMENT #1 TO THE SFO, RATE STRUCTURE, 1 PAGE
  - 4) ATTACHMENT #2 TO THE SFO, CONSTRUCTION SCHEDULE, I PAGE
  - 5) ATTACHMENT #3 TO THE SFO, SCOPE OF WORK, 2 PAGES
  - 6) ATTACHMENT #4 TO THE SFO, FIRE SAFETY, 8 PAGES.
  - 7) GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT, 1 PAGE
  - 8) GSA FORM 1364 & THE ATTACHMENT, 2 PAGES
  - 9) GSA FORM 3517, GENERAL CLAUSES, 26 PAGES
  - 10) GSA FORM 3518. REPRESENTATIONS AND CERTIFICATIONS, 4 PAGES
  - 11) FLOORPLAN "EXHIBIT A" 1 PAGE.
  - 12) FIRE & LIFE SAFETY RIDER, I PAGE

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR:

Att Associates

By: Throthy Hellylig, Director of Title

IN PRESENCE

IN PRESENCE

UNITED STATES OF AMERICA

BY

TITLE

CONTRACTING OFFICER, GSA, NCR,

STANDARD FORM 2

FEBRUARY 1965 EDITION

General Services administration	SUPPLEMENTAL AGREEMIN	o*	
PUBLIC BUILDINGS SERVICE	3204 t Destative tales assats interest	No. 2	DATE
SUPPLEMENTAL LEASH AURERMENT	TO LEASE NO.	GS-11B-01456	
ADDRESS OF PREMISES	1501 Wilson Blyd.	WW-227	
	1501 Wilson Blvd.		
	Arlington, VA 22209-0000		
THIS AGREEMENT, made and entere	ad into this date by and betw	voon Art Associates, General	Partnership
whose address is:	C/O Westfield Trison		
	1000 Wilson Blvd., Ste. 700		
	Arlington, VA 22209-0000		
Hereinaster called the Lessor, and the UNIT	ED STATES OF AMERICA, hem	sinafter called the Government:	
WHEREAS, the parties bereto desire to			
NOW THEREFORE, these parties for the	he considerations hereinafte	r covenant and agree that the	said lease is
toroby amended as follows:		-	
Issued to reflect the annual real esta	ate tax escalation provided	l for in the basic lease agree	ement.
RPC# 16039002			
COMPARISON VEAR			
COMPARISON YEAR	2003	\$184,668.96	
BASE YEAR	2002	\$179,057,76	
INCREASE		******	
PERCENTAGE OF GOVERNMENT	F OCCUPANCY	\$5,611.20	
AMOUNT DUE TO LESSOR	9000, 20101	27.70% \$1,654.30	
The Lessor is entitled to a one-time lump payable in arrears. This amount shal	esum payment in the amoung sum payment in the amoung sum paid with your next r	nt of \$1,55 ent check:	4.30
	Art Associatos, General Partners	••	
	C/O Westfield Trison	ship	
	1000 Wilson Blvd., Ste. 700		
	Arlington, VA 22209-0000		
•	Mington, vA 22208-0000		
ll other terms and conditions of the leas	se shall remain in force and	effect.	
N WITNESS WHEREOF, the parties su	bscribed their names as of th	10 above date.	5-14
ESSOR: Art Associates, General Par	tnership		
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Signature)	•	<u> </u>	
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NITED STATES OF AMERICA			
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Υ			
(Signature)		Contracting Officer, GSA,N	NCR.PBS,Metropolitan services
***************************************			(Official Title)

GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT		1			
PUBLIC BUILDINGS SERVICE		No. 16	DATE		6	73
SUPPLEMENTAL LEASE AGREEMENT ADDRESS OF PREMISES	TO LEASE NO.	GS-11B-01466				
PADDRESS OF PREMISES	1501 Wilson Boulevard Arlington, VA 22209					
THIS AGREEMENT, made and entere	d into this data hy and hatuse					
whose address is:	a med time date by and oothice	n: Art Property Associates, LLC				
·	230 Park Avenue Suite 500					
	New York, NY 10169					
Hazzinefica II - 2 41 T						
Hereinafter called the Lessor, and the UNIT	ED STATES OF AMERICA, herein	after called the Government:				
WHEREAS, the parties hereto desire to	amend the above Lease.					
NOW THEREFORE, these parties for the thereby amended as follower	ne considerations hereinafter co	venant and agree that the said lease is				
hereby amended as follows:		and the state of t				
Issued to reflect the annual real esta	ate tax escalation provided for	win the basis lease				
	and an arranged broaded to	or in the basic lease agreement.				
COMPARISON YEAR BASE YEAR	2009	\$353,585.50				
DAGE TEAR	2002	\$179,057.76				
INCREASE		\$174,527.74				
Government Share		27.70%				
Amount Due for Current Year		\$48,344.18				
payable in arrears. This amount shal		t check to:				
	Art Property Associates, LLC					
	c/o Monday Properties					
	230 Park Avenue Suite 500 New York, NY 10169					
all other terms and conditions of the leas	e shall remain in force and offer	et.				
N WITNESS WHEREOF, the parties sul	oscribed their names as of the a	bove date.				
ESSOR: Art Property Associates, LL	C				<del></del>	<del></del>
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Signature)		(Title)				
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Signature)		(Address)		-		
Mimph Colomb on License						
NITED STATES OF AMERICA (b) (6)			<del> </del>			
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<sup>r</sup>		Contracting Office (191 Mar and	331 ***			
(Signature)		Contracting Officer, GSA, NCR, PB		. \		į.
		(O	fficial Title	3)		

MERAL SERVICES CONTROL DOLLAR SERVICE	BERNER CO.	***	
ESTENTAL LEASE LOND.	DUPPLEMENTAL AC		DANG
ADDRESS OF PREMISES	TO LKASE NO.	No. 14	DATE: 6
	Arlington Blvd	GS-11B-01456	
	Aelinae		
THIS AGREEMENT, made and entered into this di	4V 5750£	<del>/</del> -3906	
made and entered into this d	ate by and batus	···	
whose address is:	the war openative	Art Proporty Associat	200 11 0
	Mondon D	The state of the s	es, I.I.C
	700	Attn: Timothy Helmig	
Horeinafter called the Lessor, and the UNITED STATES OF WHEREAS, the parties hereto desire to any and the control of the contr	Arlington 314 and		
nessor, and the UNITED STATES OF	F AMERICA L	9-3906	
WHEREAS, the parties bear	nerematter call	ed the Government;	
I addition to amend the at	Y		
NOW THEREFORE, these parties for the consideration hereby amended effective March 15, 2009	Tonag,		
hereby amended offers:	ing harain. a		
March 15, 2009	as fell and covenant a	nd agree that the said land	
Issued to reflect the	as iolioms:	vic said lease is	;
a to lengt the annual operating cost escalat	ion		
Issued to reflect the annual operating cost escalat  Base (CPI-W-U.S. Clfy Avg)	on provided for in the l	pasic lease agreem	
Base (CPI-W-U.S. City Avg)		seraoment.	
Corresponding Index	February	2002	
Base Operating Cost Per Lease % Increase In CPI.W	February	2009	173.70
orogan tu Cbl.M		•	206.708
Annual Increase in Operating Cost			(b) (4)
TOTIVUS ESCAINIAN N. I.		•	
Annual Increase in Operating Cost Due Lessor			1. 40.00
ectivo & .			\$34,315.34
new annual ment is inc	era o mar. I I		(b) (4)
rent check shall be made payable to:	nameli	(\$558.39)	
onan be made payable to:	payable at the rate of	\$70 A	
	Art Duonant	t. er ruot	ith,
	Art Property Associates,	LLC	
	Monday Properties; Attn:	Timothy Helmie	
	4. tr		
ther terms and conditions of the lease shall remain in f	Arlington, VA 22209-3906	<b>:</b>	
conditions of the lease shall remain in f	force and _cr		
~**************************************	and enect.		
TINESS WHEREOF, the parties subscribed their nam  OR: Art Property Associates, LLC	ifa ac of the		
Toperty Associates, LLC	oo do of the above date.		
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Presence of	_	(Title)	
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D STATES OF LIGHT	ontracting Officer, GSA,N		
D STATES OF LIGHT	ontracting Officer, GSA,N	CR.PBS.Motropolitan Sorvice	es Division cial Title)

GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEM		DATE					
PUBLIC BUILDINGS SERVICE		0. 7	5 26 2009					
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO.	GS-11B-01814	f f					
Address of Premises	1501 Wilson Blvd							
	* "	: = =						
GRITG A ODISTRACIANO 1. 1. 1. 1. 1.	Arlington, VA 22209-39							
THIS AGREEMENT, made and entered into t whose address is:	=	Art Property Associates,	LLC					
whose address is:	Monday Properties; Attn							
	1000 Wilson Blvd, Suite							
Arlington, VA 22209-3906 Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:								
nerematter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:								
WHEREAS, the parties hereto desire to amend	the above Lease.							
NOW THEREFORE, these parties for the consid	derations hereinafter cove	poent and series that the sa	aid loace ic					
hereby amended effective April 5, 2009		mans and agree that the sa	nu react is					
Issued to reflect the annual operating cost	escalation provided for	in the basic lease agreer	ment.					
Base (CPI-W-U.S. City Avg)	March	2008	209.15					
Corresponding Index	March	2009	207.218					
Base Operating Cost Per Lease			(b) (4)					
% Increase in CPI-W								
Annual Increase In Operating Cost			(\$151.29)					
Less Previous Escalation Paid			\$0.00					
Annual Increase In Operating Cost Due Le	esor	•	(b) ( <del>+</del> )					
Effective April 5, 2009 the annual r	ent is decreased by	(\$151.29)						
	payable at the rate of	\$4,893,69 per m	onth					
The rent check shall be made payable to:	payable as the race of	φτιονοίος her m	onen.					
	Art Property Associates,	LLC						
	Monday Properties; Attn							
	1000 Wilson Blvd, Suite	700						
	Arlington, VA 22209-390	6						
All other terms and conditions of the lease shall	remain in force and effect	t.						
IN WITNESS WHEREOF, the parties subscribe	d their names as of the al	hove deta						
LESSOR: Art Property Associates, LLC	d then hames us of the at	ove daw.						
BY								
(Signature)		(Title)						
in the presence of								
(0)		· · · · · · · · · · · · · · · · · · ·						
(Signature)		(Address	)					
UNITED STATES OF AMERICA								
(b) (6)	•							
			•					
BY	Contracting Officer, G	SA,NCR,PBS,Metropolitar	n Services Division					
(Signature)	,		(Official Title)					

GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT		DATE M		; <i>3</i>	
PUBLIC BUILDINGS SERVICE		No. 9	1	' ;	} >	٠,
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO.	GS-11B-01814				····
address of premises	1501 Wilson Blvd					
	Arlington Blvd					
THIS ACREMENT	Arlington, VA 22209-3906					
THIS AGREEMENT, made and entere whose address is:		Art Property Associates, LLC				
miose address is.	Monday Properties: Attn: Timothy	Kelmig				
	1000 Wilson Blvd. Suite 700					
	Arlington, VA 22209-3906					
Hereinafter called the Lessor, and the UNIT	FED STATES OF AMERICA, hereing	fter called the Government:				
WHEREAS, the parties hereto desire to	amend the above Lease.					
NOW THEREFORE, these parties for the hereby amended as follows:	he considerations hereinafter cove	enant and agree that the said lease is				
Issued to reflect the annual real est	ate tax escalation provided for	in the basic lease agreement.				
COMPARISON YEAR	2009	\$252 505 50				
BASE YEAR	2006	\$353,585.50 \$261,087.86				
		4201,001.00				
INCREASE		\$102,497,64				
Government Share		2.13%				
Amount Due for Current Year		\$2,183.20				
eayable in arrears. This amount sha	Art Property Associates, LLC 1000 Wilson Blvd, Suite 700	officer to.				
•	Arlington, VA 22209-8906					
all other terms and conditions of the lea	se shall remain in force and effect	,				
N WITNESS WHEREOF, the parties s	abscribed their names as of the ab	ove date.				
ESSOR: Art Property Associates, Ll	LC					
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		(Address)				
NITED STATES OF AMERICA	<u> </u>					
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		Contracting Officer, GSA,NCR,PB	O Mata			
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General Services administration	SUPPLEMENTAL AGREEMENT		DATE LAND		
Public buildings service	1	No. 4	HAR WAR	14	2008
SUPPLEMENTAL LEASE AGREEMENT	to lease no.	GS-11B-01814		<del></del>	
address of premises	1501 Wilson Blvd			<del></del>	
	Arlington Blvd				
THIS AGREEMENT made and and	Arlington, VA 22209-3906				
THIS AGREEMENT, made and entere whose address is:		Art Property Associates, LLC			
10.	Monday Properties: Attn: Timothy	' Reimig			
	1000 Wilson Blyd, Suite 700				
	Arlington, VA 22209-3906				
Heroinafter called the Lessor, and the UNIT	ED STATES OF AMERICA, hereine	fter called the Government:			
WHEREAS, the parties hereto desire to	amend the above Lease.				•
NOW THEREFORE, these parties for the hereby amended as follows:	he considerations hereinafter cove	enant and agree that the said lease is			
Issued to reflect the annual real esta	ate tax escalation provided for	in the basic lease agreement.			
COMPARISON YEAR	0007				
BASE YEAR	2007 2006	\$278,578.80			
	2000	\$251,087,86			
INCREASE		\$27,490.94			
Government Share		2.13%			
Amount Due for Current Year		\$585.56			
The Lessor is entitled to a one-time lump eayable in arrears. This amount sha	ll be credited in your next ren Art Property Associates, LLC	\$585.56 t check to:			
	1000 Wilson Blvd. Suite 700				
	Arlington, VA 22209-3906				
ll other terms and conditions of the leas	se shall remain in force and effect	;			
N WITNESS WHEREOF, the parties su	bscribed their names as of the ob	nava data			
ESSOR: Art Property Associates, LL	C	ove date.			
22	-				
Signature)		(Title)			
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Signature)		24.143	·		
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NITED STATES OF AMERICA					
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Y .		Contracting Officer, GSA,NCR,PI	3S,NoVA		
			Official Title)		ļ
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STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1D16.801

### U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

APR 2 2 1993

LEASE # GS-11B-30114 "NEG"

THIS LEASE, made and entered into this date between Art Associates

whose address is:

1000 Wilson Boulevard Arlington, Virginia 22209

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 34,270 net usable square feet (nust) of office and related space located on the entire fourth, fifth, sixth, and 3,451 on the seventh floor, as well as fifteen (15) reserved parking spaces for Official Government Vehicles; four (4) of which will be designated "For Official Use Only", in the building known as, and located at, 1515 Wilson Boulevard, Arlington, Virginia.

to be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

- 2. TO HAVE AND TO HOLD the said premises with their appurtenances for the Ten year firm term beginning on (see SFO 91-165) through (see SFO 91-165), subject to termination and renewal rights as may be hereinafter set forth.
- 3. The Government shall pay the Lessor annual rent of \$662,806.00 at the rate of \$55,217.17 per MONTH in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Art Associates
- 4. The Government may terminate this lease at any time by giving at least-#-DAYS-NOTICE HERE days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
- 5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals: One Ten Year Term at an annual rental of \$790,266.20 at 65,855.52 per month in arrears provided notice be given in writing to the Lessor at lease 180 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

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CENEDAL OFFI	000 10000000000000000000000000000000000		
PUBLIC BU	CES ADMINISTRATION	SUPPLEMENTAL AGREEMENT	DATE
SUPPLEMENTA	L LEASE AGREEMENT	No. 32	NOV - 4 2009
		TO LEASE NUMBER:	, l
Address of Premises:	1515 Wilson Boulevard	GS-11B-30114	Page 1 of 2
	Arlington, VA 22209		
THIS AGREEMENT, ma	de and entered into this date	by and between: Art Property Associates, I	LC.
Whose address is:	c/o Monday Properties 230 Park Avenue, Suite 50 New York, NY 10169 Attn: Theresa Piscitelli	0	
Hereinafter called the L		TES OF AMERICA, hereinafter called the G	iovernment.
	hereto desire to amend the a		•
NOW THEREFORE, the Lease is amended upor	se parties for the considerati rexecution by the Governme	ions hereinafter mentioned covenant and	agree that the said
as of October 28, 2013 through as of October 27, 2017, the after the effective date of before such effective date rights and no termination.  2. Rent and Additional BOMA rentable square fee entire 4th floor and a portional Premises", together accordance with SLA 19 or basis to account for the Got Effective as of October 28,	on October 27, 2018 (the "Extending providing written notice to the termination so long as the Government of the computation of the computation of the Tthe Computation of the Co	the term of a portion of this Lease for a period ided Term"). The Government may terminate the Lessor no later than October 27, 2016, and vernment vacates the Extended Premises (dided from the date of malling. The Government e GSA Form 3517B included in the Lease.  In The premises for the Extended Term shall be Area (BOASF)) of office space (the "Extendig. The remainder of the office space on the s, the "Entire Premises") shall terminate on Corpense base and real estate tax base shall be ge of occupancy after the expiration of the Office space of occupancy (after int's reduced percentage of occupanc	e this Lease, effective of no rent shall accrue efined below) on or not shall have no renewal consist of 15,783 ded Premises*) on the 5th and 6th floors (the October 27, 2013 in a reduced on a pro rata riginal Premises term.
	(contin	nued on next page)	
IN WITNESS WHEREOF	, the parties subscribed their n	ames as of the above date.	
LESSOR: Art Property As	sociates, LLC		
BY:		Presider	nt .
<i>F</i>	inthony Westreich	(Title)	
IN 7)HE PRESENCE OF (b) (6)	Thomas hills	230 PARK AVES-Suite 5 (Address)	10. Ny 10147
UNITED STATES OF AM	ERICA		
B. (p) (e)	TC Haireton	Contracting Officer, GSA, NCR,	
	TC Hairston	(Official Title	θ)

## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE NATIONAL CAPITAL REGION

Page 2 of 2

Original Premises term) of all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$49,979.50 per month, in arrears. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years, except as necessary to account for the Government's reduced percentage of occupancy (after the expiration of the Original Premises term).

- 3. Condition of Premises. The Government shall accept and continue to occupy the Extended Premises in their "asexisting" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or
  to any part of the Extended Premises or the building in the preparation for the Government's occupancy during the
  Extended Term, except that the acceptance of the Extended Premises "as-existing" shall not relieve the Lessor from future
  alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in
  accordance with the standards set forth in the SFO and result in the continued quality and function of the Extended
  Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge the Extended
  Premises are in good repair and tenantable condition as of the date hereof.
- 4. <u>Commission</u>, Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of \$23,270.46. The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of \$23,270.46, which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
- 5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$24,709.86 which shall be paid as free rent during the first full month of the Extended Term.
- 6. <u>Payment Obligation</u>. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
- 7. All other terms and conditions of the Lease shall remain in force and effect.

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GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEME	MT.	\ <del></del>	
PUBLIC BUILDINGS SERVICE		0. 5	1	PATEDEC 7 1995
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO.	GS-11B-301		
ADDRESS OF PREMISES	1515 Wilson Blvd.		1-7	
•	1515 Wilson Blvd.			
THIS AGREEMENT, made and entered into this	Arlington, VA 22204 date by and between	ART Associa	tes	
whose address is:				
W11000 add: 000 10.	ART Associates			
	1000 Wilson Blvd. Arlington, VA 22204			
fereinafter called the Lessor, and the UNITED STATES		id the Covernmen		
VHEREAS, the parties hereto desire to amend th	e above Lease.	o me Governmen	H.	
NOW THEREFORE, these parties for the consider	rations hereinafter covenant	and agree that t	the gold loo	aa la
nereby amended effective October 28, 1995	as follows:	and agree that	ule salu lea	5e 18
ssued to reflect the annual real estate tax esc	calation provided for in the	basic lease a	greement.	
Base (CPI-W-U.S. City Avg)	September	1993		142.60
Corresponding Index Base Operating Cost Per Lease	September	1995		150.60
% Increase in CPI-W				(b) (4)
Annual Increase In Operating Cost				
Less Previous Escalation Paid				\$5,922.30
Annual Increase In Operating Cost Due Le	essor			\$5,095.93
ffective October 28, 1995 ,the annual rent	is increased by	\$5,095.93		
ne new annual rent is \$692,991.23	payable at the rate of	\$57,749.27	per mon	th.
ne rent check shall be made payable to:				
	ART Associates			
	1000 Wilson Bivd. Arlington			
	VA 22204			
other terms and conditions of the lease shall rer	nain in force and effect.			
WITNESS WHEREOF, the parties subscribed th	eir names as of the above d	ate.		
ssor: ART Associates		ш.		
Signature)			_	
			(Tille)	
HE PRESENCE OF				
ignalure)				
ignouroj			(Address)	
ITED STATES OF AMERICA				
(b) (6)				
program		Contracting (	Officer, GSA	NCR.PBS,CBD
, ,			((	Official Title)

Public Buildings Service	SUPPLEMENTAL AGREEME		DATE			
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO.	No. 34		EC	15	2009
address of premises	1515 Wilson Blyd	GS-11B-30114	<del></del>			
THIS ACREEMENT	Arlington, VA 22209-3906					
THIS AGREEMENT, made and enter whose address is:	ed into this date by and betw	een Art Property Associates, LLC				
is,	Monday Properties: Attn: Tim	othy Helmig				
	1000 Wilson Blvd, Suite 700					
	Arlington, VA 22209-3906					
dereinafter called the Lessor, and the UNIT	PED STATES OF AMERICA, her	einafter called the Government				
		overiment.				
VHEREAS, the parties hereto desire to	amend the above Lease.					
OW THEREFORE, these parties for t	he considerations bounts of	covenant and agree that the said lease is				
ereby amended as follows:	no considerations neternaties	covenant and agree that the said lease is				
ssued to reflect the annual real esta	ate tax escalation provided	for in the basic lease agreement.				
COMPARISON YEAR		<b>V</b>				
BASE YEAR	2009 1993	\$359,979.10				
	1983	\$137,301.58				
INCREASE		\$222,877.52				
Government Share Amount Due for Current Year		32.67%				
Amount Due tol Current Year		\$72,748.75				
yable in arrears. This amount shal	Il be credited in your next	t of \$72,748.75 rent check to:				
	Art Property Associates, LLC	rent check to:				
	Art Property Associates, LLC Monday Properties: Attn: Timot	rent check to:				
	Art Property Associates, LLC	rent check to:				
	Art Property Associates, LLC Monday Properties: Attn: Timot 1000 Wilson Blvd. Suite 700 Arlington, VA 22209-3906	rent check to: hy Helmig				
other terms and conditions of the leas	Art Property Associates, LLC Monday Properties: Attn: Timot 1000 Wilson Blvd. Suite 700 Arlington, VA 22209-3906 e shall remain in force and ea	rent check to: hy Helmig Yect.				
other terms and conditions of the leas WITNESS WHEREOF, the parties sub	Art Property Associates, LLC Monday Properties: Attn: Timot 1000 Wilson Blvd. Suite 700 Arlington, VA 22209-3906 e shall remain in force and of	rent check to: hy Helmig Yect.				
	Art Property Associates, LLC Monday Properties: Attn: Timot 1000 Wilson Blvd. Suite 700 Arlington, VA 22209-3906 e shall remain in force and of	rent check to: hy Helmig Yect.	-	<del>11</del>		
other terms and conditions of the leas WITNESS WHEREOF, the parties sub	Art Property Associates, LLC Monday Properties: Attn: Timot 1000 Wilson Blvd. Suite 700 Arlington, VA 22209-3906 e shall remain in force and of	rent check to: hy Helmig Yect.				<del></del>
other terms and conditions of the leas WITNESS WHEREOF, the parties sub	Art Property Associates, LLC Monday Properties: Attn: Timot 1000 Wilson Blvd. Suite 700 Arlington, VA 22209-3906 e shall remain in force and of	rent check to: hy Helmig Yect.	-			
other terms and conditions of the leas WITNESS WHEREOF, the parties sub	Art Property Associates, LLC Monday Properties: Attn: Timot 1000 Wilson Blvd. Suite 700 Arlington, VA 22209-3906 e shall remain in force and of	rent check to: hy Helmig Tect.	The state of	···		
other terms and conditions of the leas WITNESS WHEREOF, the parties sub SOR: Art Property Associates, LL	Art Property Associates, LLC Monday Properties: Attn: Timot 1000 Wilson Blvd. Suite 700 Arlington, VA 22209-3906 e shall remain in force and of	rent check to: hy Helmig Yect.		-		-
other terms and conditions of the leas WITNESS WHEREOF, the parties sul SOR: Art Property Associates, LL	Art Property Associates, LLC Monday Properties: Attn: Timot 1000 Wilson Blvd. Suite 700 Arlington, VA 22209-3906 e shall remain in force and of	rent check to: hy Helmig Tect.		-		
other terms and conditions of the leas WITNESS WHEREOF, the parties sub SOR: Art Property Associates, LL	Art Property Associates, LLC Monday Properties: Attn: Timot 1000 Wilson Blvd. Suite 700 Arlington, VA 22209-3906 e shall remain in force and of	rent check to: hy Helmig Tect.		-		
other terms and conditions of the leas WITNESS WHEREOF, the parties sub SOR: Art Property Associates, LL	Art Property Associates, LLC Monday Properties: Attn: Timot 1000 Wilson Blvd. Suite 700 Arlington, VA 22209-3906 e shall remain in force and of	rent check to: hy Helmig Tect.		-		
other terms and conditions of the least WITNESS WHEREOF, the parties sul SOR: Art Property Associates, LL mature)	Art Property Associates, LLC Monday Properties: Attn: Timot 1000 Wilson Blvd. Suite 700 Arlington, VA 22209-3906 e shall remain in force and of	rent check to: hy Helmig Tect.		-		
other terms and conditions of the least WITNESS WHEREOF, the parties sul SOR: Art Property Associates, LL mature)	Art Property Associates, LLC Monday Properties: Attn: Timot 1000 Wilson Blvd. Suite 700 Arlington, VA 22209-3906 e shall remain in force and of	rent check to: hy Helmig Yect, above date. (Title)		-		
other terms and conditions of the least WITNESS WHEREOF, the parties sul SOR: Art Property Associates, LL mature) HE PRESENCE OF	Art Property Associates, LLC Monday Properties: Attn: Timot 1000 Wilson Blvd. Suite 700 Arlington, VA 22209-3906 e shall remain in force and of	rent check to: hy Helmig Yect, above date. (Title)				
other terms and conditions of the least WITNESS WHEREOF, the parties sul SOR: Art Property Associates, LL mature) HE PRESENCE OF	Art Property Associates, LLC Monday Properties: Attn: Timot 1000 Wilson Blvd. Suite 700 Arlington, VA 22209-3906 e shall remain in force and of	rent check to: hy Helmig Yect, above date. (Title)		-		
other terms and conditions of the least WITNESS WHEREOF, the parties sul SOR: Art Property Associates, LL mature) HE PRESENCE OF	Art Property Associates, LLC Monday Properties: Attn: Timot 1000 Wilson Blvd. Suite 700 Arlington, VA 22209-3906 e shall remain in force and of	rent check to: hy Helmig  Tect, e above date.  (Title)	NoVA	-		
other terms and conditions of the least WITNESS WHEREOF, the parties sul SOR: Art Property Associates, LL mature) HE PRESENCE OF	Art Property Associates, LLC Monday Properties: Attn: Timot 1000 Wilson Blvd. Suite 700 Arlington, VA 22209-3906 e shall remain in force and of	rent check to: hy Helmig  fect, e above date.  (Title)  (Address)  Contracting Officer, GSA, NCR, PBS.	NoVA cial Title	)		

GSA FORM 276

<u>r</u>	<u>-</u>			
GENERAL SERVICES ADMINISTR	RATION	SUPPLEMENTAL AGREEMEN	sr.	DATE
PUBLIC BUILDINGS SERVICE			No. 33	4
SUPPLEMENTAL LEASE AGREEM	MENT	to lease no.	GS-11B-3011	
Address of premises		1515 Wilson Blvd		
		t 31 t TEL COOC		
THIS AGREEMENT, made as	nd antarad into this dat	Arlington, VA 22209	<del></del>	
whose address is:	ng entered into time ago		Art Associates	9
		Monday Properties 1000 Wilson Blyd		
		Arlington, VA 22209-3906		
Hereinafter called the Lessor, and	the UNITED STATES OF	AMERICA, hereinafter called the G		
			iovernment:	
WHEREAS, the parties hereto	desire to amend the abo	ove Lease.		
NOW THEREFORE, these par	rties for the consideratio	ns hereinafter covenant and ag	ab 143	
hereby amended effective	October 28, 2009	as follows:	ree that the said I	ease is
* 3.0 m				
Issued to reflect the annual	operating cost escalat	tion provided for in the basic	: lease agreemen	nt.
Base (CPI-W-U.S. City /	Avg)	Sept	1993	142,60
Corresponding Index	•	Sept	2009	211.322
Base Operating Cost Pa	er Lease	•		(b) (4)
% Increase in CPI-W				,
Annual Increase In Ope	erating Cost			
Less Previous Escalation				\$99,625.48
Annual Increase In Ope	erating Cost Due Lessor			(\$4,976.11)
300 11 00 11 00 11				44 .12
October 28, 2009			(b) (4)	
The new annual rent is	\$877,715.97	payable at the rate of	\$73,143.00	per month.
The rent check shall be made ;	payable to:			
		Art Associates		
		Monday Properties		
		Arlington, VA 22209-3906		
all other terms and conditions o	of the loose shall remain	in farms and affant		
N WITNESS WHEREOF, the p	parties subscribed their p	names as of the above date.		
ESSOR: Art Associates				
Υ				
Signature)			(Title)	
THE PRESENCE OF				
· · · · · · · · · · · · · · · · · · ·				
71				
Signature)				
NITED STATES OF AMEDIA	CA .			
Y				
£		Contracting Officer, GS	A,NCR.PBS.Metr	ropolitan Services Division
tensuming of		,		(Official Title)
/				